



# **Invitation to Bid #14/15-04**

## **Aircraft Rescue and Firefighting Vehicle**

### **3,000 Gallon**

**Airport Improvement Project**  
**3-32-0017-099-2014**

**Reno-Tahoe**  
**Airport Authority**  
Reno • NV



## **3,000 GALLON AIRCRAFT RESCUE AND FIREFIGHTING VEHICLE**

The Reno-Tahoe Airport Authority Purchasing and Materials Management Division is currently accepting sealed bids for one 3,000 Gallon Aircraft Rescue and Firefighting Vehicle, **Invitation to Bid Number 14/15-04**, Airport Improvement Project No. 3-32-0017-099-2014 on behalf of the Reno Tahoe International Airport. The successful bidder shall be responsible to provide all material, labor, tools, expendable equipment, transportation services, warranty, and all incidental items necessary for the equipment.

### **1. SCOPE AND INTENT**

It is the intent of this bid to select a single qualified prime contractor to provide all material, labor, tools, expendable equipment, transportation services, warranty, and all incidental items necessary to provide the scope of work entitled 3,000 Gallon Aircraft Rescue and Firefighting Vehicle per the specifications provided herein as Attachment C, subject to the terms and conditions contained in this Invitation to Bid.

### **2. BID RECEIPT AND OPENING TIME**

It is mandatory that bids be signed by a duly authorized representative of the firm, and be received and time recorded in the Airport Authority Purchasing and Materials Management Division on or before **2:00 p.m., PST June 15, 2015**. Per the official bid time clock located in the Purchasing and Materials Management Division, bids will be accepted if date and time stamped on or before 2:00; date and time stamps of 2:01 or later will be rejected.

2.1 Late bids shall be disqualified from consideration.

2.2 Sealed bids shall be opened in the Airport Authority Purchasing and Materials Management Division at **2:00 p.m., PST June 15, 2015**.

### **3. PREPARATION OF THE BID**

Bidder shall examine all specifications, attachments, special instructions, and terms and conditions of the Invitation to Bid. Failure to do so will be at the bidder's risk.

3.1 Any irregularities or lack of clarity in the Invitation to Bid should be brought to the attention of the Airport Authority Purchasing and Materials Management Division for correction or clarification.

3.2 Any addenda issued shall forthwith become an integral part of the bid. Bidder shall be required to acknowledge receipt of it by signing and returning the addenda with the original bid document.



- 3.3 Bids shall be made only upon the forms provided, included with this Invitation to Bid document, with all items filled out, amounts bid stated both in words and figures, the original signatures of all persons required to sign, and shall be typed or written in blue or black ink. The completed form should be without interlineations, alterations, or erasures unless the signatory initials such.
- 3.4 In the space provided, a duly authorized representative of the bidding firm shall sign the bid document and any addenda issued in blue or black ink. An unsigned bid does not constitute an offer and shall be rejected.
- 3.5 Bidder shall proofread his bid carefully for errors.
- 3.6 Prices quoted shall be F.O.B. destination and exclusive of federal and state taxes, except those relating to taxable materials provided as part of the work.
- 3.7 In the event of a difference between written words and figures, the amount stated in written words shall govern. In the event of a difference between a unit price and the extended price, the unit price shall govern.
- 3.8 Bidder shall state a realistic delivery date including Saturdays, Sundays and holidays. Delivery time shall be a consideration in award of bid.
- 3.9 Equipment offered shall be new, currently in production, and of the manufacturer's latest design, unless otherwise stated (see Paragraph 34 below).
- 3.10 Technical specifications contained herein shall be considered "optimum", and are in no way intended to limit the equipment or commodity to a specific manufacturer or place of origin. Any such implied reference shall be deemed inadvertent and shall be interpreted as though the specification shall contain the phrase "or a Reno-Tahoe Airport Authority approved equal". However, a bidder deviating from the specifications must state any and all exceptions. Failure to note exceptions shall be interpreted to convey that the bidder shall propose to perform in the manner described and/or specified in this bid solicitation.

#### **4. SUBMISSION OF BID**

Bidder shall sign and return the **ENTIRE BID DOCUMENT**.

- 4.1 **Six (6) copies** (one original and five photocopies) of the complete bid and addenda thereto shall be enclosed in a sealed envelope addressed to the Reno-Tahoe Airport Authority Purchasing and Materials Management Division, 2770 Vassar Street, Reno, Nevada 89502 or delivered to the office in person. **The outside bid envelope must indicate the name**



**and address of the bidder, the bid number, and the opening date.** Should the bidder elect to utilize a courier agent to deliver his bid (e.g. UPS, Federal Express, etc.), and the outer bid envelope is enclosed in the courier agent's delivery envelope, then the courier's delivery envelope and/or address label must clearly indicate the Invitation to Bid number.

- 4.2 In order for a bid to be considered, it is mandatory that the bid document be received and time recorded in the Airport Authority Purchasing and Materials Management Division prior to the receiving time specified in the bid document.
- 4.3 The Airport Authority assumes no responsibility for errant delivery of bids, including those relegated to a courier agent who fails to deliver in accordance with the time and receiving point specified.
- 4.4 The Airport Authority shall not be responsible for the premature or post opening of a bid that is not properly addressed or identified.
- 4.5 A bid submitted by telephone, telegraphic notice, or facsimile will not be accepted.
- 4.6 Prices offered shall ***only*** be considered if they are provided in the appropriate space(s) on the bid schedule. For consideration, any additions or deductions to the bid prices offered must be shown under the exceptions section of the bid. Extraneous numbers, prices, comments etc. appearing elsewhere on the bid shall be deemed to have no effect on the prices offered in the designated locations.
- 4.7 Bids must be provided on the bid forms that are a part of this Invitation to Bid document. Bid forms ***may not be*** altered in any manner—this includes the scanning of forms for purposes of reproducing or recreating them. Any alteration of bid forms may be cause for rejection of the bid.
- 4.8 When a bid surety is required, such surety shall be acceptable only in the form of a bid bond, cashier's check or certified check in the amount stated. The surety must accompany the bid. After award of the bid by the Board of Trustees, the bid surety of the unsuccessful bidder(s) shall be returned. The surety of the successful bidder shall be retained until the agreement form has been executed and the Airport Authority receives all insurance certificates.
- 4.9 Bidder must ensure that the following completed documents are included in his bid response.
  - 4.9.1 Technical Specifications with responses
  - 4.9.2 Customer Reference Information



- 4.9.3 Disclosure of Principals Form
- 4.9.4 List of Subcontractors Form
- 4.9.5 Warranty Information
- 4.9.6 Bid Surety
- 4.9.7 Addenda Acknowledgement (if any)
- 4.9.8 Bid Schedule
- 4.9.9 Twenty (20) year parts availability guarantee
- 4.9.10 Certificate of Buy American Compliance for Manufactured Products
- 4.9.11 Certification Regarding Lobbying or Influencing Federal Employees
- 4.9.12 Certification Regarding Foreign Trade Restrictions
- 4.9.13 Certification Regarding Debarment and Suspension
- 4.9.14 Disadvantaged Business Enterprise Participation

**5. LATE BID**

A bid received after the receiving time specified shall be rejected.

**6. WITHDRAWAL OF BID**

A bid may be withdrawn by written or telegraphic notice provided such notice is received prior to the date and time set for the bid opening.

6.1 A request for withdrawal of a bid received after award shall not be considered.

**7. NO BID**

In the event the bidder chooses not to bid on the Invitation but wishes to remain on the bid list, indicate "NO BID" on the face of the return envelope or Bid Schedule page of the bid document, affix firm name and address and return it according to the instructions in Section 4, "Submission of Bid" above.

**8. BID SURETY**

Response to this Invitation to Bid shall include a bid surety in the amount of ten percent (10%) of the total bid amount.

8.1 Surety shall consist of a bond, cashier's check, or certified check, drawn in favor of the Reno-Tahoe Airport Authority, a quasi-municipal corporation of the State of Nevada.

8.2 The Airport Authority shall retain the successful bidder's surety until successful bidder furnishes any required performance bond and labor and materials payment bond and executes and delivers the resulting agreement. If successful bidder refuses or fails to perform any of the above, he shall forfeit the bid surety. The Airport Authority intends the forfeiture of the bid surety as a penalty. Should this occur, in addition to forfeiting the bid surety, the Airport Authority reserves the right to seek any damages resulting from successful bidder's refusal or failure to perform.



8.3 Surety of the unsuccessful bidders shall be returned within thirty (30) days of award by the Board of Trustees.

9. **CONDITIONAL, QUALIFIED, OR NON-RESPONSIVE BIDS**

All bids shall be submitted in a form and manner as indicated in this Invitation to Bid document and by the bid forms. Any bid which is not submitted in a form and manner indicated by the Invitation to Bid document and bid forms or that contains information, statements, conditions, or qualifications that place conditions or qualifications on the bid submittal for purposes of making an award, or that alter any bid terms, conditions, specifications, or forms that had not previously been approved by written addendum issued by the Purchasing Manager, or that does not meet legal requirements, shall be declared as a qualified, conditional, or non-responsive bid and shall be rejected without further consideration. Any bid response that does not fully respond to and comply with all of the detailed specifications or other requests for information including the execution of the bid forms may be declared non-responsive by the Airport Authority and rejected without further consideration. The Airport Authority shall not be responsible for errors or omissions of the bidder.

10. **DELIVERY**

Prices quoted shall include transportation costs F.O.B. Destination to the following location:

Reno-Tahoe Airport Authority  
Purchasing and Materials Management Division  
2770 Vassar Street  
Reno, NV 89502

10.1 Delivery time shall be deemed an extremely important segment of each bidder's response and the delivery time quoted by the successful bidder shall be that time to which the successful bidder shall be expected to adhere.

10.2 Delivery of the equipment to the Airport Authority shall be made by flatbed truck.

11. **CONTRACT PERIOD AND LIQUIDATED DAMAGES**

The bidder shall state a realistic delivery date on the Bid Schedule form.

11.1 Delivery time indicated on the Bid Schedule shall be a consideration in the bid evaluation process.

11.2 The number of days for delivery proposed and agreed upon shall be included in the contract. Bidder must agree to fully complete the contract within the number of calendar days noted in the agreement form and



agrees to pay as liquidated damages an amount of five hundred dollars (\$500.00) for each calendar day thereafter the contract is not complete.

**12. PLANS AND SPECIFICATIONS**

Copies of the bid, specifications, and bid forms may be obtained from the Reno-Tahoe Airport Authority, Purchasing and Materials Management Division, 2770 Vassar Street, Reno, Nevada 89502 or downloaded directly from the Reno-Tahoe International Airport's website at [www.renoairport.com](http://www.renoairport.com) under The Airport Authority – Competitive Solicitations.

**13. AWARD OF BID**

This Invitation to Bid solicitation is in accordance with the requirements contained in N.R.S. §§ 332. Award of bid shall be made to the lowest, responsive, and responsible bidder. In all instances, the decision rendered by the Board of Trustees shall be final.

13.1 The Airport Authority reserves the right to reject any or all bids, or parts thereof, at any time during the bid process and to waive any informalities or irregularities.

13.2 The Airport Authority reserves the right to hold bids for a period of one hundred twenty (120) days from the date of opening before awarding or rejecting said bids.

13.3 Severability exists with regard to acceptance or rejection of any item, group of items, or section unless bidder has stipulated specific limitations.

13.4 A purchase order and/or contract issued to the successful bidder shall be considered sufficient notification of award of the bid.

13.5 A contract shall not be assigned to any other person or entity without the consent of the Reno-Tahoe Airport Authority. Requests for assignment shall be submitted, in writing, to the Manager of Purchasing and Materials Management.

**14. DISCOUNTS**

Prompt payment discounts shall be included in the bid evaluation ONLY if discount period offered is ten (10) or more days.

14.1 Discount period will be computed from the date of completed delivery/acceptance of the equipment or from the date the correct invoice is received by Accounts Payable, if later than the delivery date. For the purpose of earning discounts, payment is deemed to be made on the date appearing on the Airport Authority warrant.



**15. APPEAL BY UNSUCCESSFUL BIDDER**

A person who bids on a contract may file a notice of protest regarding the awarding of the contract with the authorized representative designated by the public body. The person must:

- 15.1 Submit a written appeal to the Manager of Purchasing and Materials Management within five (5) business days after the date the bids were opened.
- 15.2 The notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of law were violated.
- 15.3 Post, at the time that the notice of protest is filed, a bond with good and solvent surety authorized to do business in this state or submit other security in a form approved by the Reno-Tahoe Airport Authority, to the Reno-Tahoe Airport Authority who will hold the bond or other security until a determination is made on the protest.
- 15.4 A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of twenty-five percent (25%) of the total value of the bid submitted by the person filing the notice of appeal or two hundred fifty thousand dollars (\$250,000).
- 15.5 A notice of protest filed in accordance with the provisions herein operates as a stay of action in relation to the awarding of any contract until a determination is made by the Reno-Tahoe Airport Authority on the protest.
- 15.6 A person who makes an unsuccessful bid may not seek any type of judicial intervention until the Reno-Tahoe Airport Authority has made a determination on the protest and awarded the contract.
- 15.7 Neither the Reno-Tahoe Airport Authority nor any authorized representative is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who makes a bid, whether or not the person files a notice of protest pursuant to this section.
- 15.8 If the protest is upheld, the bond posted or other security submitted with the notice of protest will be returned to the person who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the Reno-Tahoe Airport Authority in an amount equal to the expenses incurred by the Reno-Tahoe Airport Authority because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.





**16. QUESTIONS/CLARIFICATIONS**

Questions regarding the Invitation to Bid shall be directed to Joyce A. Humphrey, Manager of Purchasing and Materials Management, at (775) 328-6676 or faxed to (775) 328-6646 and must be submitted not less than twenty (20) calendar days prior to bid opening.

16.1 Communications from prospective bidders, such as by telephone, voice-mail, electronic mail, facsimile or other similar means, to any Trustee, officer, agent or employee of the Airport Authority, other than the Manager of Purchasing and Materials Management, are prohibited. Except for inquiries directed through the Manager of Purchasing and Materials Management, the Airport Authority, through its employees, will not meet nor otherwise communicate individually with prospective bidders. The Airport Authority may, at its sole discretion, disqualify any bidder who fails to observe this requirement.

16.2 If any questions or responses require revision to this solicitation as originally published, such revisions will be by formal addendum only.

**17. ADDENDA**

The Authority Purchasing and Materials Management Division shall issue all addenda to this Invitation to Bid in writing. Additionally, all bidders should continually monitor the Authority's web site ([www.renoairport.com](http://www.renoairport.com) under The Airport Authority – Competitive Solicitations) to ensure receipt of any addenda associated with this bid. Material changes affecting the work or the bidder's cost estimate shall have no standing with the Airport Authority if not sanctioned by written addenda. Bidders are solely responsible for checking the Airport Authority's website for any addenda issued for this solicitation.

**18. INSURANCE AND IMDEMNIFICATION REQUIREMENTS**

Attachment A to this Invitation to Bid specifies the insurance and indemnification requirements established by the Airport Authority for solicitations as described herein and shall be incorporated and made a part of any agreement resultant from award of this bid. The cost of any required insurance coverages shall be borne by the bidder.

**19. WARRANTY AND ACCEPTANCE**

Warranty shall become effective upon delivery and written acceptance by the Airport Authority of the vehicle and all rights, title, and interest shall pass to the Airport Authority who will become liable for payment in accordance with the provisions of this bid.

19.1 The successful bidder shall warrant each new apparatus manufactured or assembled by him to be free from defects in material and workmanship under normal use and service. His obligation under this warranty is limited to normal use and service. His 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 him. Parts developing defects within one (1) year after acceptance of such vehicle by the original purchaser must be returned to the successful bidder with transportation charges pre-paid and which, on examination by the manufacturer, shall disclose to his satisfaction to have been thus defective.

19.2 The successful bidder shall be required to perform six- and twelve-month, after acceptance, factory inspections (by a qualified service engineer of the manufacturer) on the vehicle at the owner's site.

19.3 In the space provided in the Bid Schedule below, 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:

19.3.1 Manufacturer's obligations.

19.3.2 Duration of the warranty period (if different for separate components, please state).

19.3.3 Warranty procedure

19.3.4 Disclaimers.

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

19.5 Acceptance of the vehicle shall be made by means of written notice to the successful bidder after:

19.5.1 The vehicle is inspected for damage and conformity to the bid submitted.

19.5.2 All criteria listed in Attachment C, Technical Specifications, have been met.

19.5.3 The vehicle is successfully demonstrated to the satisfaction of the Airport Authority's Fire Department.

19.5.4 The vehicle is operating properly in all operational modes.

19.5.5 All service and warranty information, parts, operation, and maintenance/service manuals, and certification of origin and report of sale, and performance documentation as required have been received by the Airport Authority.

## 20. **TRAINING**

It shall be the responsibility of the successful bidder to provide training of all Fire Department personnel in the complete operation of the equipment. A complete factory training maintenance session shall be provided for all Airport Authority mechanics on the vehicle during the training period.



- 20.1 The bidder shall arrange for a factory service representative to conduct a training course and demonstrate the equipment for a minimum of five (5) days at the Airport Authority's Fire Department location.
- 20.2 Training shall be conducted with the use of DVD programs, operators, parts and service manuals, and hands-on demonstration relative to the correct operation and maintenance of the vehicle.
- 20.3 A set of DVDs shall be provided, to be retained by the Airport Authority, along with the program, training manuals, vehicle data, and any other required information.
- 20.4 The bidder shall provide, if requested, a copy of your training manual to assist in the evaluation of bids.

**21. MAINTENANCE**

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.

- 21.1 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.
- 21.2 Certified service technicians (those trained on the manufacturer's equipment) must be available to respond within one (1) working day in the event service is required.
- 21.3 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.

**22. PARTS/SERVICE MANUALS AND DRAWINGS**

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

- 22.1 One (1) CD and two (2) paper copies of the Operation, Maintenance, Illustrated Parts List, and Electrical Diagrams manuals concurrent with delivery of the equipment. Further, the successful bidder shall provide a Recommended Spare Parts List.
- 22.2 The manufacturer shall maintain a complete inventory of all replacement parts.



**23. TAX EXEMPTION**

The Reno-Tahoe Airport Authority is not tax exempt from materials provided by the successful bidder in the performance of the contract. The Airport Authority is tax exempt in all other respects from Nevada State Sales Tax by act of the Nevada State Legislature, N.R.S. §§ 372.325, that exempts all local governments within the State of Nevada. The Airport Authority is also exempt from Federal Excise Tax.

**24. CHANGE ORDERS**

No change orders shall be authorized without the express written permission of the Airport Authority Purchasing and Materials Management Division.

**25. CUSTOMER REFERENCES**

Bidders shall provide five (5) verifiable references for which the bidder has satisfactorily provided the same or similar vehicle in the space provided on the Bid Schedule. References shall include the name of the firm, person to contact, telephone and facsimile number with area code, and brief description of the equipment provided. **The Reno-Tahoe Airport Authority may not be used as a reference.**

**26. STATUS OF SUCCESSFUL BIDDER**

Successful bidder shall have the status of an "Independent Contractor" as defined by N.R.S. §§ 284.173 and shall not be entitled to any of the rights, privileges, benefits, and emoluments of either an officer or employee of the Reno-Tahoe Airport Authority.

**27. DISCLOSURE OF PRINCIPALS**

Bidders shall complete and return with their bid response the single copy of the form entitled "Disclosure of Principals" included with this Invitation to Bid.

**28. OPEN MEETING LAW**

N.R.S. §§ 241 provides that public business shall be conducted in open meeting.

**29. ASSIGNMENT**

No assignment of any agreement resulting from award of this bid shall be allowed including the right to receive payment without the express written permission of the Manager of Purchasing and Materials Management or her designee.

**30. EXCEPTIONS TO SPECIFICATIONS**

In the space provided on the Bid Schedule, bidders shall note any and all exceptions to the terms and conditions contained herein. In the spaces provided under each section in Attachment C, Technical Specifications, bidders shall note any and all exceptions to the technical specifications contained therein. Submittal of a specification sheet alone shall not be considered sufficient notification of exceptions.



- 30.1 For consideration, substitutions and/or equal offerings must be disclosed under the exceptions section of this Invitation to Bid in order that the Airport Authority may determine their acceptability prior to award of the bid.
- 30.2 Failure to note exceptions on the Bid Schedule shall be interpreted to convey that the bidder agrees to perform in the manner described and/or specified in this Invitation to Bid.
- 30.3 The Airport Authority shall reserve the right to accept or reject any or all alternatives or exceptions offered based solely on the value of said alternatives or exceptions to the Airport Authority.

**31. SUBCONTRACTORS**

Prospective bidders shall supply, in the space provided on the Bid Schedule, a list of subcontractors, if any, that the bidder intends to utilize in performance of the contract. Failure to submit this information may be cause for rejection of bid.

**32. FUNDING RESTRICTIONS**

The Airport Authority reserves the right to cancel the award in whole or in part or reduce the scope necessary without prejudice or liability to the Airport Authority if funding is not available or if legal restrictions are placed upon the expenditure of monies for this category of services. Should this occur, the Airport Authority will advise the successful bidder in writing.

**33. AWARD CRITERIA**

Award shall be made to the lowest, responsive, and responsible bidder and shall be judged on the basis of:

- 33.1 Price;
- 33.2 Conformance to specifications;
- 33.3 Bidder's qualifications, including the bidder's past performance;
- 33.4 Quality and utility of equipment offered and its adaptability to the required purpose and in the best interest of the public.
- 33.5 Delivery time proposed

The Airport Authority shall evaluate one bid at a time beginning with the apparent low bidder. If that bid is fully acceptable, it shall be deemed the lowest, responsive, and responsible. If not, the Airport Authority shall proceed up the bid ladder, one bid at a time, until a fully acceptable low, responsive, and responsible bidder is determined.

**34. EQUIPMENT TO BE SUBMITTED**

The equipment to be submitted under these specifications shall be new and the manufacturer's current conventional design for the type of equipment specified and the allied parts specified, complete with all necessary accessories customarily furnished with these equipment types whether stipulated herein or not, with such



modifications or attachments as may be necessary to enable the equipment to function safely, reliable, and efficiently in sustained use.

All equipment submitted under this specification shall comply with the most current NFPA standards, OSHA standards, applicable federal, state, and local fire and safety regulations, DOT requirements, and any other standard or specification as may be noted in this bid invitation.

**35. FAILURE TO PERFORM PROPERLY**

Should the successful bidder be unable to provide the equipment or is unable to do so at the price(s) bid, for any reason save and except the fault of the Authority, the Authority may, at its option, declare the successful bidder in default of contract and recover any actual damages or losses, or if a part of the contract, liquidated damages from the bidder in default. Such remedies may include, but are not limited to, the Airport Authority's refusal to deal with the defaulting bidder for a period of time not less than one year or more than five years, reduction in the bid price by an amount equal to the equipment authorized for substitution, and/or holding the defaulting bidder liable for any increased amount which results from the Airport Authority's procuring the equipment from an alternate source.

**36. SAMPLE AGREEMENT**

Attachment B hereto shall form the basis for the resulting agreement for this vehicle.

**37. OWNERSHIP OF BIDS**

All responses to this Invitation to Bid become the property of the Authority.

**38. BIDDER EXPENSES**

Prospective bidders are solely responsible for their own expenses in preparing any bid.

**39. NON-COLLUSION**

Bidders, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any act of collusion with any other person or company engaged in the same line of business or commerce or any other fraudulent act.

**40. NONDISCRIMINATION**

In connection with the performance of work under any resulting agreement, the bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, or age. Such agreements shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Any violation of such provision by the successful proposer shall constitute a material breach of contract.



**41. LABOR AND MATERIALS PAYMENT AND PERFORMANCE BONDS**

Prior to performance as a result of award of this bid solicitation, the successful bidder and/or subcontractors shall provide the following bonds:

- 41.1 A Labor and Materials Payment bond in an amount equal to one hundred percent (100%) of the total amount of the bid award; and,
- 41.2 A Performance bond in an amount equal to one hundred percent (100%) of the total amount of the bid award.
- 41.3 The Labor and Material Payment and Performance bonds shall be effective from the beginning of the project until the Airport Authority has acknowledged satisfactory performance.
- 41.4 Bonds shall be drawn in favor of the Airport Authority of Washoe County, a quasi-municipal corporation of the State of Nevada.

**42. NOTICE TO PROCEED**

The Airport Authority Purchasing and Materials Management Division shall issue a written Notice to Proceed upon satisfactory evidence that all licensing, bonding, and insurance requirements have been met. Successful bidder shall not perform on any portion of a resultant agreement with the Airport Authority without said written notification that shall be in the form of an Airport Authority agreement form.

**43. TERMINATION FOR CONVENIENCE OF THE AIRPORT AUTHORITY**

The performance of work under the contract may be terminated by the Airport Authority in whole or in part from time to time, upon at least a thirty (30) calendar day written notice to the contractor when such action is deemed by the Airport Authority to be in its best interest. Termination of work shall be effected by delivery to contractor of a Notice of Termination specifying the extent to which performance of work under contract is terminated, and the date upon which such termination becomes effective.

After receipt of Notice of Termination and except as otherwise directed by the Airport Authority, contractor shall:

- 43.1 Stop work under the contract on the date and to the extent specified in the Notice of Termination.
- 43.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

After receipt of a Notice of Termination, contractor shall submit to the Airport Authority, in the form and with the certifications as may be prescribed by the Airport Authority, a termination claim and invoice.



Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of contractor to submit his termination claim and invoice within the time allowed, the Airport Authority may determine on the basis of information available to the Airport Authority, the amount, if any, due to contractor in respect to the termination and such determination shall be final. After such determination is made, the Airport Authority shall pay the contractor the amount so determined.

Contractor, for a period of five (5) years after final settlement under the contract shall make available to the Airport Authority, at all reasonable times, at the office of the contractor, all his books, records, documents, or other evidence bearing on the costs and expenses of the contractor, under the contract in respect to the termination of the work.

**44. COMPLIANCE WITH FEDERAL STANDARDS AND REQUIREMENTS**

The successful bidder shall be required to comply with applicable standards and requirements in all work performed under this agreement; specifically, those listed in the Federal Requirements section below and any other federal required contained herein.

**45. DISADVANTAGED BUSINESS ENTERPRISES**

The Reno-Tahoe Airport Authority has established a Disadvantaged Business Enterprise (DBE) Program in accordance with the regulations of the U. S. Department of Transportation (DOT), 49 CFR Part 26. The RTAA receives financial assistance from the Department of Transportation and as a condition of receiving this assistance, the RTAA has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the RTAA to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also the policy of the RTAA:

- 45.1 To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- 45.2 To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- 45.3 To ensure that the Department's DBE program is narrowly tailored in accordance with applicable law;
- 45.4 To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as DBEs;
- 45.5 To help remove barriers to the participation of DBEs in DOT-assisted contracts; and





45.6 To assist the development of firms that can compete successfully in the marketplace outside the DBE program.

**DBE Goal:** The Airport Authority has not established a contract goal for the utilization of firms owned and controlled by socially and economically disadvantaged persons for this project. However, DBE participation is encouraged.

**Eligibility of DBEs:** Any firm wishing to qualify as a DBE is invited to apply for certification by completing the State of Nevada United Certification Program DBE certification application. The application must be completed in its entirety and be accompanied by all required attachments.

Firms that would like to apply for certification may obtain an application and instructions through the Nevada Department of Transportation website at [www.nevadadbe.com](http://www.nevadadbe.com).

**Bid Requirements:** Requested information – Proposes who wish to include DBE participants are requested to submit the following information regarding intended participation by DBEs:

- The names and addresses of DBE firms that will participate in the contract.
- A description of the work that each DBE will perform.
- The dollar amount of participation by each named DBE firm and the dollar amount to be counted towards the goal.

This information shall be submitted with the bid on the form labeled:

**Reno-Tahoe Airport Authority  
DBE PARTICIPATION LIST  
PROJECT \_\_\_\_\_**

**Reporting Requirements:** Although there is no contract goal for this project, the RTAA is still required to monitor and report DBE participation. Therefore, the contractor shall provide all information and reports required by the Project Manager and shall permit access to its books, records, accounts, and other sources of information and its facilities as may be determined by the Project Manager to be pertinent to ascertain compliance with the regulations or directives. Monthly reports of payments to DBE firms shall be required under the contract.



**46. CONFERENCES AND INSPECTIONS**

The successful bidder and the Airport Authority shall participate in the following conferences and inspections:

46.1 Pre-Construction Conference – Purpose: to review and discuss details after award of the bid and before construction commences. The successful bidder is required to send a factory representative to the conference. The conference shall be held at the offices of the Reno-Tahoe Airport Authority. All plans and specifications must be approved by the Airport Authority prior to commencement of construction. Arrangements for the conference shall be made through the Airport Authority Fire Chief or his designee. All construction materials must meet with his approval. All travel expenses incurred for the pre-construction conference are the responsibility of the successful bidder.

46.2 Pre-Delivery Inspection – Purpose: the inspection shall include, but not be limited to, a review of the inspection and test procedures delineated in Attachment C, Technical Specifications. The successful bidder and three (3) representatives from the Airport Authority shall participate in the inspection and test to be held at the successful bidder's factory. All travel expenses for such representatives for a maximum of four (4) days to attend this inspection shall be the responsibility of the Airport Authority. Two of the four days shall be travel days and the successful bidder shall plan on two full days (up to eight hours per day) for the Airport Authority representatives to be present at the factory.

**47. PRE-BID CONFERENCE**

A pre-bid conference for all bidders intending to submit a bid will be conducted on **May 18, 2015 at 10:00 a.m. PDT**, commencing in the Reno-Tahoe Airport Authority Purchasing Offices, 2770 Vassar Street, Reno, Nevada. The pre-bid conference will allow prospective bidders the opportunity to ask questions about the bid documents prior to submittal of their response. Attendance is optional but is encouraged.



### BID SCHEDULE

Item Number	Description with Unit Price in Words	Unit	Estimated Quantity	Unit Price	Extended Total
1	3,000 Gallon Aircraft Rescue and Firefighting Vehicle  _____dollars _____cents	EA	1		
2	Costs for Training, if applicable  _____dollars _____cents	LS	1		
3	Trucking costs, if applicable  _____dollars _____cents	LS	1		
4	DEVS costs  _____dollars _____cents		1		
5	Other Costs (Use Exceptions section below to explain)  _____dollars _____cents	LS			

**TOTAL BID:** \_\_\_\_\_  
 (words)

**\$** \_\_\_\_\_  
 (numerical)



**DELIVERY:**

Delivery of the vehicle herein shall be accomplished \_\_\_\_\_ calendar days after receipt of notice to proceed (purchase order number or agreement date).

**EQUIPMENT:**

Make and Model of 3,000 Gallon Aircraft Rescue and Firefighting Vehicle offered:

\_\_\_\_\_

**WARRANTY:**

Nature and Duration of manufacturer's warranty on equipment offered. **Bidder is required to fill in the blanks below and is not permitted to state "See Attached"**. Additionally, bidder shall attach warranty data.

1. Manufacturer's Obligations: \_\_\_\_\_

\_\_\_\_\_

2. Duration of the warranty period (if different for separate components, please state): \_\_\_\_\_

\_\_\_\_\_

3. Warranty Procedure: \_\_\_\_\_

\_\_\_\_\_

4. Disclaimers: \_\_\_\_\_

\_\_\_\_\_

**EXTENDED WARRANTY AVAILABLE:** (List component, duration of available extended warranty, and cost:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Payment Terms:** \_\_\_\_\_

\_\_\_\_\_



**REFERENCES:**

Name of Owner                      Contact Person                      Telephone #                      Fax #

*Equipment Provided* \_\_\_\_\_

Name of Owner                      Contact Person                      Telephone #                      Fax #

*Equipment Provided* \_\_\_\_\_

Name of Owner                      Contact Person                      Telephone #                      Fax #

*Equipment Provided* \_\_\_\_\_

Name of Owner                      Contact Person                      Telephone #                      Fax #

*Equipment Provided* \_\_\_\_\_

Name of Owner                      Contact Person                      Telephone #                      Fax #

*Equipment Provided* \_\_\_\_\_

**MINORITY STATUS:** Has this firm been certified as a minority, woman, or disadvantaged business enterprise by any governmental agency? Yes  No . If yes, please specify government agency: \_\_\_\_\_

Date of certification: \_\_\_\_\_

The above is for information only. The Airport Authority encourages minority business participation, however, no preferences shall be given.

**EXCEPTIONS:** Does the bidder take exception to any of the terms and conditions of this Invitation to Bid and attachments hereto or the plans, drawings, or specifications? Yes  No . If yes, please indicate the specific nature of the exception or clarification in the space provided below. Attach additional sheet(s) if necessary.



**EXCEPTIONS (continued):**

Firm Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Telephone \_\_\_\_\_  
Fax Number \_\_\_\_\_  
Project shall be completed in \_\_\_\_\_  
calendar days A.R.O.  
Terms \_\_\_\_\_% \_\_\_\_\_ days.  
Bidder's Federal Tax I.D. # \_\_\_\_\_

In compliance with this "Invitation to Bid" and subject to all the terms and conditions thereof, the undersigned offers and agrees if this bid is accepted to furnish any and all goods and services described herein at the prices, term, and delivery stated.

Signed \_\_\_\_\_  
Print Name \_\_\_\_\_  
Print Title \_\_\_\_\_



**DISCLOSURE OF PRINCIPALS**

**(Please print or type)**

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

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, and Zip Code

***NAMES OF OFFICERS, MEMBERS, OR OWNERS, PARTNERSHIP, ETC.***

\_\_\_\_\_  
Name Official Capacity

\_\_\_\_\_  
Street City, State, and Zip Code

\_\_\_\_\_  
Name Official Capacity

\_\_\_\_\_  
Street City, State, and Zip Code

\_\_\_\_\_  
Name Official Capacity

\_\_\_\_\_  
Street City, State, and Zip Code

\_\_\_\_\_  
Name Official Capacity

\_\_\_\_\_  
Street City, State, and Zip Code

If further space is required please attach additional pages.



**LIST OF SUBCONTRACTORS**

(Please print or type)

1. **Name of Business:** \_\_\_\_\_

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

**Type of Work:** \_\_\_\_\_

2. **Name of Business:** \_\_\_\_\_

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

**Type of Work:** \_\_\_\_\_

3. **Name of Business:** \_\_\_\_\_

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

**Type of Work:** \_\_\_\_\_

4. **Name of Business:** \_\_\_\_\_

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

**Type of Work:** \_\_\_\_\_

5. **Name of Business:** \_\_\_\_\_

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

**Type of Work:** \_\_\_\_\_





## BID BOND

*KNOW ALL MEN BY THESE PRESENCE*, that we, the undersigned \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are hereby held and firmly bound unto the Reno-Tahoe Airport Authority, Reno, Nevada, as an Owner, in the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.  
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

The condition of the above obligation is such that whereas the Principal has submitted to the Reno-Tahoe Airport Authority, Reno, Nevada, a certain bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for \_\_\_\_\_ (ITB No. 14/15-04)

*NOW, THEREFORE*: If said bid shall be rejected, or in the alternative, if said bid shall be accepted and the Principal shall execute and deliver a contract in accordance with the provisions of this Bid Document ITB No. 14/15-04 and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void.

Otherwise, the same shall remain in force and effect, and the sum herein specified paid over to the Owner; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the amount of the obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Owner may accept such bid; and said surety does hereby waive notice of any such extension.

*IN WITNESS WHEREOF*, the Principal and the Surety have here unto set their hands and seals and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

Principal \_\_\_\_\_  
(SEAL)

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

Surety \_\_\_\_\_  
(SEAL)

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

**NOTE:** The person executing this bond on behalf of the Surety must attach power of attorney or other appropriate proof of authority to do so.



## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_

\_\_\_\_\_  
(Name and Address or Legal Designation of Contractor)

as Principal, and \_\_\_\_\_,  
(Legal Designation and Address of Surety)

authorized to do business of surety in the State of Nevada, as Surety, hereinafter called "Surety", are held and firmly bound unto the RENO-TAHOE AIRPORT AUTHORITY, a quasi-municipal corporation of the State of Nevada, as Obligee, hereinafter called "Owner" in the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) for the payment of such amount, will and truly to be made to the Owner and to its successors, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_ entered into a contract with Owner for Reno-Tahoe International Airport 3,000 Gallon Aircraft Rescue and Firefighting Vehicle, which contract and exhibits, if any, hereinafter called "Contract", are attached hereto and by reference made a part hereof as if fully and completely set out in full herein: and

WHEREAS, under the Contract, said Principal agrees to perform certain duties with the time limits set out in the Contract in accordance with the terms, specifications and conditions contained in the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is the condition that if the Principal as Contractor in the Contract shall faithfully perform each and all of the conditions of the Contract to be performed by Contractor, at the times and places therein agreed upon and in conformity with the terms, specifications and conditions stated and referred to in the Contract, then this obligation shall be void; otherwise, it shall remain and be in full force and effect and the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) shall be payable to Owner on demand.

THE SURETY, for value received, hereby stipulates and agrees that no prepayment or delay in payment and no change, extension, addition or alteration of any provision of the Contract or in the plans, profiles, detailed drawings, specifications, and no forbearance on the part of Owner shall operate to relieve Surety from liability in this given bond and consent thereto without notice to or consent by Surety is hereby given, and the Surety hereby waives provisions of any law relating thereto; Surety shall further be bound to take notice and shall be held to have knowledge of all acts or omissions of the Principal, its agents and representatives in such matter pertaining to the Contract and Surety further relieves Owner and its representatives from the exercise of any diligence



whatsoever in securing compliance on the part of the Principal with the aforesaid provisions of the Contract.

THIS BOND is executed and no right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

IN WITNESS WHEREOF, the above bounden Principal and the above bounden Surety hereunto set their hands and seals this \_\_\_\_\_ of \_\_\_\_\_, 2015.

IN THE PRESENCE OF:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Principal (Seal)

\_\_\_\_\_  
Title (Seal)

\_\_\_\_\_  
Surety (Seal)

\_\_\_\_\_  
Title Attorney-in-Fact

NOTE: The person executing this bond on behalf of the Surety must attach power of attorney or other appropriate proof of authority to do so.



## LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_

(Name and Address or Legal Designation of Contractor)

as Principal, and \_\_\_\_\_

(Legal Designation and Address of Surety)

authorized to do business of surety in the State of Nevada, as Surety, hereinafter called "Surety", are held and firmly bound unto the RENO-TAHOE AIRPORT AUTHORITY, a quasi-municipal corporation of the State of Nevada, as Obligee, hereinafter called "Owner", for the use and benefit of claimants supplying labor or materials to the Principal or to any of the Principal's subcontractors in the prosecution of the work provided for in the Contract referred to below in the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_ entered into a contract with Owner for Reno-Tahoe International Airport 3,000 Gallon Aircraft Rescue and Firefighting Vehicle, which contract exhibits, if any, hereinafter called "Contract", are attached hereto and by reference made a part hereof as if fully and completely set out in full herein; and

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Principal shall promptly make payment to all claimants as hereinabove defined for all labor and material used or reasonably required for use in the performance of this Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

THIS BOND is executed for the purpose of complying with the laws of the State of Nevada, and all acts amendatory thereof, and this Bond shall inure to the benefit of any and all persons who perform labor upon or furnish materials to be used in or furnish appliances, teams or power contributing to the work described in said Contract in accordance with the provisions of the Nevada Revised Statutes.

IN WITNESS WHEREOF, the above bounden Principal and the above bounden Surety hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2015.



IN THE PRESENCE OF:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Principal (Seal)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Surety (Seal)

\_\_\_\_\_  
Title Attorney-in-fact

NOTE: The person executing this bond on behalf of the Surety must attach power of attorney or other appropriate proof of authority to do so.



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## **FEDERAL REQUIREMENTS**

### **GENERAL PROVISIONS FOR ALL EQUIPMENT CONTRACTS AND SUBCONTRACTS**

#### **GENERAL REQUIREMENTS FOR CONTRACTS**

The following requirements are hereby applicable into any resulting contract:

1. The contract provision below shall be incorporated (not simply by reference) in each contract;
2. The contractor (including all subcontractors) is required to insert these contract provisions in each contract and subcontract, and is further required to ensure that the clauses be included in all subcontracts;
3. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements, and other agreements for supplies or services;
4. The prime contractor is directly responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor, or service provider; and
5. The Contractor shall not modify the provisions. Minor additions covering state requirements may be included in a separate supplemental specification, provided they do not conflict with federal laws and regulations and do not change the intent of the required contract provision.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

#### **FAILURE TO COMPLY WITH PROVISIONS.**

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,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Authority or the FAA.



**Article 1. Civil Rights - General.**

(Reference: 49 USC § 47123)

The contractor agrees that it will 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 handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

**Article 2. Civil Rights – Title VI Assurances.**

(Source: Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

**2.1. Title VI Solicitation Notice**

The Reno-Tahoe Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that 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.

**2.2. Title VI Clauses for Compliance with Nondiscrimination Requirements**

(Source: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

**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 Statutes 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. **Non-discrimination:** 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 Acts and the Regulations, 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 Acts and the Regulations relative to Non-discrimination 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 Acts, Regulations, 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.

### **2.3 Title VI List of Pertinent Nondiscrimination Authorities**

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

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 U.S.C. § 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 U.S.C. § 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 U.S.C. § 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 U.S.C. § 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 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 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 discrimination 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 U.S.C. 1681 et seq).

### **Article 3. Access to Records and Reports.**

(Reference: 2 CFR § 200.326, 2 CFR § 200.333)

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

### **Article 4. Buy American Preferences.**

(Reference: 49 USC § 50101)

#### **4.1 Applicability**

The Reno-Tahoe Airport Authority (sponsor) must meet the Buy American preference requirements found in 49 USC § 50101 in all AIP-funded projects. The Buy America requirements flow down from the sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.



## **4.2 Requirements**

The Buy-American preference requirements established within 49 USC § 50101 require that all steel and manufactured goods used on AIP projects must be produced in the United States. It also gives the FAA the ability to issue a waiver to the sponsor to use other materials on the AIP funded project. The FAA requires that these waivers be requested in advance of use of the materials on the AIP funded project. The sponsor may request that the FAA issue a waiver from the Buy American preference requirements if the FAA finds that:

- 1) applying the provision is not in the public interest
- 2) the steel or manufactured goods are not available in sufficient quantity or quality in the United States;
- 3) the cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) is considered the equipment in this case. For construction of a facility, the application of this subsection is determined after bid opening; or
- 4) applying this provision would increase the cost of the overall project by more than 25 percent.

## **4.3. National Buy American Waivers Website**

The FAA Office of Airports maintains a list of equipment that has received waivers from the Buy American preference requirements on the [http://www.faa.gov/airports/aip/buy\\_american/](http://www.faa.gov/airports/aip/buy_american/) website. Products listed on the Nationwide Buy American Waivers Issued list do not require a project specific Buy American preference requirement waiver from the FAA.

## **4.4. Mandatory Contract Language**

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

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.



## **Article 5. Disadvantaged Business Enterprises.**

(Reference: 49 CFR part 26)

### **5.1 Applicability**

The Disadvantaged Business Enterprise requirements found in 49 CFR Part 26, apply to all AIP-funded projects and must be included in all contracts and subcontracts. This includes both project with contract goals and project relying on race/gender neutral means.

### **5.2 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 DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

### **5.3 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 fifteen (15) days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within fifteen (15) 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 Owner. This clause applies to both DBE and non-DBE subcontractors.

### **5.4 DBE Participation List**

Although there is no contract goal for this project, the Owner is still required to monitor and report DBE participation. Therefore, the contractor shall provide all information and reports required by the Project Manager and shall permit access to its books, records, accounts, and other sources of information and its facilities as may be determined by the Project Manager to be pertinent to ascertain compliance with the regulations or directives. Monthly reports of payments to DBE firms shall be required under the contract.

### **5.5 Bid Requirements:** Requested information – Proposes who wish to include DBE participants are requested to submit the following information regarding intended participation by DBEs:

- The names and addresses of DBE firms that will participate in the contract
- A description of the work that each DBE will perform



- The dollar amount of participation by each named DBE firm and the dollar amount to be counted towards the goal.

This information shall be submitted with the bid on the form labeled:

**Reno-Tahoe Airport Authority  
DBE PARTICIPATION LIST  
PROJECT \_\_\_\_\_**

**Article 6. Energy Conservation.**

(Reference 2 CFR § 200 Appendix II(H))

**6.1 Applicability**

The Energy Conservation Requirements found in 2 CFR § 200 Appendix II(H), apply to all AIP-funded construction and equipment projects and must be included in all contracts and subcontracts.

**6.2 Requirements**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

**Article 7. Federal Fair Labor Standards Act (Minimum Wage).**

(Reference: 29 USC § 201, et seq.)

**7.1 Applicability**

The federal minimum wage provisions are contained in the Fair Labor Standards Act (FLSA) which is administered by the United States Department of Labor Wage and Hour Division. All contracts and subcontracts must meet comply with the FLSA, including the recordkeeping standards of the Act.

**7.2 Mandatory Contract Language**

The Contractor agrees that all contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29USC 201)	U.S. Department of Labor – Wage and Hour Division



**Article 8. Lobbying and Influencing Federal Employees.**

(Reference: 49 CFR part 20, Appendix A)

**8.1 Applicability**

The Lobbying and Influencing Federal Employees prohibition found in 49 CFR part 20, Appendix A, applies to all AIP-funded projects and must be included in all contracts and subcontracts.

**8.2 Mandatory Contract Language**

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.

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.

**Article 9. Occupational Safety and Health Act.**

(Reference 20 CFR part 1910)

**9.1 Applicability**

The United States Department of Labor Occupational Safety & Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from the Occupational Safety and Health Act of 1970. All contracts and subcontracts must meet comply with the Occupational Safety and Health Act of 1970.



## 9.2 **Mandatory Contract Language**

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

## Article 10. **Rights to Inventions.**

(Reference 2 CFR § 200 Appendix II(F))

### 10.1 **Applicability**

The requirement for rights to inventions and materials found in 2 CFR § 200 Appendix II(F) applies to all AIP-funded projects and must be included in all contracts and subcontracts.

### 10.2 **Mandatory Contract Language**

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

## Article 11. **Trade Restriction.**

(Reference: 49 CFR part 30)

### 11.1 **Applicability**

The trade restriction clause applies to all AIP-funded projects and must be included in all contracts and subcontracts.

### 11.2 **Mandatory Contract Language**

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- 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 published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;





- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

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 a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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.

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.

**Article 12. Termination of Contract.**  
(Reference 2 CFR § 200 Appendix II(B))

**12.1 Applicability**

Incorporate in all contracts and subcontracts that exceed \$10,000.



## **12.2 Mandatory Contract Language**

The following is incorporated:

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

## **Article 13. Debarment and Suspension (Non-Procurement)**

(Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility)

### **13.1 Applicability**

The contract agreement that ultimately results from this solicitation is a "covered transaction" as defined by Title 2 CFR Part 180. Bidder must certify at the time they submit their proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. The bidder with the successful bid further agrees to comply with Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction".

Incorporate in all contracts and subcontracts that exceed \$25,000.



## **13.2 Mandatory Contract Language**

### **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)**

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

### **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)**

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 Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

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

## **Article 14. Termination of Contract.**

(Reference 2 CFR § 200 Appendix II(A))

### **14.1 Applicability**

This provision is required in all contracts that exceed the simplified acquisition threshold. This threshold, fixed at 41 USC 403(11), is presently set at \$100,000.

### **14.2 Mandatory Contract Language**

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. 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.



**Article 15. Clean Air and Water Pollution Control.**

(Reference: 49 CFR § 18.36(i)(12)) Note, when the DOT adopts 2 CFR 200, this reference will change to 2 CFR § 200 Appendix II(G))

**15.1 Applicability**

Incorporate in all professional service agreements, construction contracts and subcontracts that exceed \$100,000. (Note that the 2 CFR 200 will raise this level to \$150,000).

**15.2 Mandatory Contract Language**

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

**Article 16. Contract Work Hours and Safety Standards Act Requirements.**

(Reference: 2 CFR § 200 Appendix II (E))

**16.1 Applicability**

Incorporate in all professional service agreements, construction contracts and subcontracts that exceed \$100,000.

**16.2 Mandatory Contract Language**

The following is incorporated:

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or



mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.



## CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

(Non-building construction projects, equipment acquisition projects)

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 the 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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

**TO BE SUBMITTED WITH THE BID**



## 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.

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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

### TO BE SUBMITTED WITH THE BID





## TRADE RESTRICTION

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- 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 published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

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 a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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.



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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

**TO BE SUBMITTED WITH THE BID**



**DEBARMENT AND SUSPENSION REQUIREMENTS  
FOR ALL CONTRACTS OVER \$25,000**

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

The successful bidder further agrees, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, to 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 Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

\_\_\_\_\_

Company Name

\_\_\_\_\_

Title

**TO BE SUBMITTED WITH THE BID**



**RENO-TAHOE AIRPORT AUTHORITY  
 DBE PARTICIPATION LIST**

Submitted by: \_\_\_\_\_

Project: \_\_\_\_\_

Name and Address of DBE Firm	Contact Person and Phone Number	Subcontract Item	\$ Value	* \$ Value Towards Goal	% of Total Contract Value

\*100% for DBE subcontractors and manufacturers, 60% for DBE suppliers (regular dealers)



**RENO-TAHOE AIRPORT AUTHORITY  
 MONTHLY REPORT OF DBE PARTICIPATION**

**MONTH OF:** \_\_\_\_\_

Submitted by: \_\_\_\_\_

Project: \_\_\_\_\_

Name and Address of DBE Firm	Contact Person and Phone Number	Subcontract Item	Total Commitment	Current Month Payments	Contract To-Date Payments



## **ATTACHMENT A INSURANCE/INDEMNIFICATION SPECIFICATIONS**

### **INTRODUCTION**

The Reno-Tahoe Airport Authority (Owner) has established specific indemnification, insurance, and safety requirement for contracts to help assure that reasonable insurance coverage is purchased and safe working conditions are maintained. Indemnification and hold harmless clauses are intended to assure that a Contractor accepts and is able to pay for the loss or liability related to its activities.

*The Contractor's' attention is directed to the insurance requirements below. It is highly recommended that the Contractor confer with its respective insurance carriers or brokers to determine in advance of bid/proposal submission the availability of insurance certificates and endorsements as prescribed and provided herein. If there are any questions regarding these insurance requirements, it is recommended that the agent/broker contact the Authority Manager of Finance directly at (775) 328-6830. If the successful Contractor fails to comply strictly with the insurance requirements, that Contractor may be disqualified from award of the contract.*

### **INDEMNIFICATION AGREEMENT**

To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the Owner, its Board of Trustees and its officers, directors, agents, servants, and employees from any and all liabilities, losses, suits, claims, judgments, fines, penalties, demands or expenses, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorneys' fees, court costs, and expert fees), for injury or damage to persons or property sustained in or about the Airport, as a proximate result of the acts or omissions of the Contractor, its agents, servants, or employees, or arising out of the operations of the Contractor upon and about the Airport, excepting such liability as may result from the sole negligence of the Owner, its officers, directors, servants, agents and employees. Contractor shall further use legal counsel reasonably acceptable to the Owner in carrying out Contractor's obligations hereunder. Any final judgment rendered against the Owner for any cause for which Contractor is liable hereunder shall be conclusive against Contractor as to liability and amount, where the time for appeal therefrom has expired. The Indemnity provisions set forth herein shall survive the expiration or early termination of any Agreement.

### **CONTRACTOR PROVIDED INSURANCE**

The Contractor shall provide the following insurance coverage for itself, all subcontractors, suppliers, material men, and all others accessing the project on the Contractor's behalf.



### **COMMERCIAL GENERAL LIABILITY INSURANCE**

Using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

### **COURSE OF CONSTRUCTION INSURANCE**

Builder's Risk or Course of Construction Insurance insuring on a "all risks" basis, with a limit equal to the completed value of the project and all materials and equipment to be incorporated therein, including property in transit or elsewhere and insuring the interests of the Owner, Contractor and its subcontractors of any tier providing equipment, materials, or services for the project. The Airport shall be named as loss payee; and the insurers shall waive all rights of recovery against Airport.

### **WORKERS' COMPENSATION INSURANCE**

The Contractor and its subcontractor shall procure Nevada Worker's Compensation Insurance as evidenced by a Certificate of Insurance from an acceptable insurance company covering contractor's employees for at least the statutorily required limits.

Employer's Liability Insurance with a minimum limit of \$1,000,000 per occurrence, including stop gap insurance.

### **BUSINESS AUTOMOBILE COVERAGE**

The Contractor or subcontractor shall be responsible for maintaining Business Auto Coverage on ISO form CA 00 01 including owned, and non-owned and hired autos, or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, Combined Single Limit. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall obtain evidence of personal auto liability coverage for each person.

### **CONTRACTOR'S TOOLS AND EQUIPMENT**

The Contractor is responsible for its own construction tools and equipment whether owned, leased, rented, or borrowed for use at the Airport worksite.

### **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Contractor's Commercial General Liability: \$25,000 per claim  
Course of Construction Insurance: \$10,000 per claim

Any changes to the deductibles or self-insured retentions made during the term of the Agreement or during the term of any policy must be approved by the Owner prior to the change taking effect.



### **ADDITIONAL INSURANCE CRITERIA**

Contractor shall furnish the Owner with insurance certificates as evidence that the foregoing insurance is in force prior to commencement of work on the contract, including complete copies of the policies if requested.

Said policies shall be with insurance companies authorized to do business in the State of Nevada with an A. M. Best rating of A- VII or better.

Such policies shall provide that written notice shall be given to Owner thirty (30) days prior to cancellation or material change of any protection which said policies provide.

Said policies, except Worker's Compensation, shall name Owner, its Board, officers, employees, related entities, and representatives as additional insureds. The policies will be primary and any other insurance carried by Contractor and/or Owner shall be excess and not contributing therewith.

In the event Contractor fails to provide Owner with the insurance described, no work shall commence on the contract site. If the coverage required by the Contractor is terminated or reduced for any reason, all work on the contract site shall immediately stop until the all the required coverages are in place.

The extent of coverage or the limits of liability provided under the policies procured by the Contractor and/or subcontractors shall not be construed to be a limitation on the nature or extent of the Contractors' obligations or to relieve the Contractor of any such obligations or representation by the Owner as to the adequacy of the insurance to protect the Contractor against the obligations imposed on it by this or any other contract.

To the fullest extent permitted by law, Contractor covenants and agrees to indemnify and hold the Owner, its Board, officers, employees, related entities and representatives harmless of and from all liability, claims, demands, and causes of action whatsoever for injury or property damage arising out of acts of commission or omission by the Contractor, its agents, employees, subcontractors, or subordinate subcontractors or arising out of any other operation or transaction no matter by whom performed for, or on behalf of the Contractor. The Owner reserves the right to have the Contractor furnish the Contractor's actual insurance policies for examination by the Owner.

It is the Contractor's responsibility to familiarize itself with the coverages described herein.

Immediate notification must be given to the Owner and/or its agent upon receiving any knowledge or notification of claim or litigation on which the Owner may be named.

### **COSTS**

Costs for providing such insurance as described above shall be incidental to the work.





## ATTACHMENT B AGREEMENT FORM

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the RENO-TAHOE AIRPORT AUTHORITY a quasi-municipal corporation of the State of Nevada, acting through its Board of Trustees, hereinafter called the "Owner" and \_\_\_\_\_, hereinafter called the "Contractor".

### WITNESSETH:

That the Owner and the Contractor, for the consideration hereinafter named, agree as follows:

**Article 1. Scope of Work.** The Contractor shall furnish all of the materials and perform all of the work described in Invitation to Bid 14/15-04 entitled "3,000 Gallon Aircraft Rescue and Firefighting Vehicle" in accordance with the plans, specifications (Attachment B hereto), and negotiations and shall agree to do everything required by the Invitation to Bid and this Agreement. The scope of work includes the fabrication, delivery, and warranty of the vehicle with all components and accessories to comprise a complete unit.

**Article 2. Time of Completion and Delivery.** The vehicle to be delivered under this Agreement shall be delivered no later than \_\_\_\_\_.

Should the Contractor fail or refuse to deliver the equipment within the stipulated time, including any authorized extensions of time, the Contractor agrees to pay as liquidated damages an amount of five hundred dollars (\$500.00) for each calendar day thereafter that delivery is not complete. Said money to be deducted from the Contractor's final invoice.

Delivery shall be to the Reno-Tahoe International Airport, Materials Management Division, 2770 Vassar Street, Reno, Nevada. Delivery shall be F.O.B. this destination. Delivery of the vehicle to the Owner shall be made by flatbed truck.

**Article 3. Testing and Acceptance.** The vehicle shall be tested in the presence of appropriate Owner staff. Criteria for testing shall be per the Contract Specifications, Attachment C to the Invitation to Bid document.

Upon completion of the testing, training in accordance with Article 11 below shall commence.

Acceptance of the vehicle shall be made by means of written notice to the Contractor after:



- 3.1 The vehicle is inspected for damage and conformity to the bid submitted.
- 3.2 All criteria listed in Attachment C, Technical Specifications, have been met.
- 3.3 The vehicle is successfully demonstrated to the satisfaction of the Airport Authority's Fire Department.
- 3.4 The vehicle is operating properly in all operational modes.
- 3.5 All service and warranty information, parts, operation, and maintenance/service manuals, and certification of origin and report of sale, and performance documentation as required have been received by the Airport Authority.

**Article 4. The Contract Sum.** The Owner shall pay the Contractor, as full compensation for furnishing all materials and labor and doing all the work in strict accordance with the Specifications and to the satisfaction of the Owner, the amount of \_\_\_\_\_. This sum is to be paid in the manner and under the conditions hereinbefore specified.

Payment for the equipment shall be made within thirty (30) days after written certification of acceptance of the vehicle by the Owner.

**Article 5. Warranty.** Contractor shall warrant the equipment as follows from the date of written certification of acceptance of the vehicle by the Owner. Contractor certifies that the vehicle will perform in accordance with and will provide the Owner with those results represented by the Contractor the Contract Specifications.

Any and all manufacturers' warranties will be passed on to the Owner.

All warranties provided for herein shall become effective upon written acceptance certification of the vehicle by the Owner and not upon delivery.

The Contractor shall warrant each new apparatus manufactured or assembled by him to be free from defects in material and workmanship under normal use and service. His obligation under this warranty is limited to normal use and service. His 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 him. Parts developing defects within one (1) year after acceptance of such vehicle by the original purchaser must be returned to the successful bidder with transportation charges pre-paid and which, on examination by the manufacturer, shall disclose to his satisfaction to have been thus defective.



The Contractor shall be required to perform six- and twelve-month, after acceptance, factory inspections (by a qualified service engineer of the manufacturer) on the vehicle at the Owner's site.

Contractor understands, acknowledges, and accepts all liabilities for all design and construction errors or omissions and for the quality and technical accuracy of all work performed hereunder.

**Article 6. Insurance and Indemnification.** Owner has contracted with Contractor for the scope of work and Owner has relied upon Contractor's knowledge and skills in completing the scope of work. Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all work performed under the Agreement. Without limiting Contractor's liability, Contractor shall, without additional compensation, correct or revise any errors or omissions in his work.

Contractor shall, in each and every instance, obtain written approval from the Owner prior to the use of any subcontractor for any phase of work on the equipment. The Owner shall not unreasonably withhold such approval. Contractor shall be liable for all damage caused by subcontractors as if they were the Contractor's own employees.

Neither the Owner's review, approval, or acceptance of, or payment for any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to the Owner in accordance with applicable law for all damages to Owner caused by Contractor's performance of any services furnished under this Agreement. The rights and remedies of Owner provided for under this Agreement are in addition to any other rights and remedies provided by law.

The insurance and indemnification requirements applicable to this agreement are contained in Attachment A hereto.

**Article 7. Termination.** In addition to the other provisions of this Agreement, Owner has the right to terminate the agreement with or without cause at any time upon giving the Contractor seven (7) days' notice in writing. In the event Owner terminates the Agreement in accordance with this provision, Owner agrees to pay Contractor for all work satisfactorily completed and for materials installed prior to the date of termination.

**Article 8. Governing Law.** It is understood and agreed by and between the parties hereto that this Agreement shall be deemed and construed to be entered into and to be performed in the County of Washoe, State of Nevada, and it is further understood and agreed by and between the parties hereto that the laws of the State of Nevada shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of the Agreement. It is further understood and agreed by and between the parties hereto that any and all actions between the parties brought as a result of this agreement will be brought in the Second Judicial District Court in and for the County



of Washoe, State of Nevada of the parties to this Agreement and also govern the interpretation of the Agreement.

**Article 9. Attorney's Fees and Expenses.** In the event suit or action is instituted to enforce any of the terms or conditions of this Agreement, or litigation concerning the rights and duties of the parties to this Agreement, the losing party shall pay to the prevailing party, in addition to the costs and disbursements allowed by statutes, such sum as the court may adjudge reasonable after taking into account the extent to which the prevailing party prevailed as attorney's fees in such suit or action, in both trial and appellate court.

**Article 10. Default and Termination Of Contract.** If the Contractor:

- 10.1 Fails to begin the work under the resulting agreement within the time specified in the Notice to Proceed, or
- 10.2 Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency, or
- 10.3 Allows any final judgment to stand against him unsatisfied for a period of five (5) days, or
- 10.4 Makes an assignment for the benefit of creditors, or
- 10.5 For any other cause whatsoever, fails to carry on the work in an acceptable manner, the Owner will give notice in writing to the Contractor and his surety of such delay, neglect, or default.

If the Contractor, within a period of five (5) working days after such notice, does not proceed in accordance therewith, the Owner shall have full power and authority without violating the agreement to take the prosecution of the work out of the hands of the Contractor. The Owner may, at its option, call upon the surety to complete the work in accordance with the terms of the agreement, or may take over the work, including any or all materials and equipment on the project as may be suitable and acceptable, and may complete the work by force account, or may enter into a new agreement for the completion of said agreement according to the terms and provisions thereof, or use such other methods as, in the Owner's opinion, will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner together with the cost of completing the work under the agreement shall be deducted from the money due to which may become due the Contractor. In case the expense so incurred by the Owner shall be less than the sum which would have been payable under the agreement if it had been completed by the Contractor, then the Contractor shall be entitled to receive the difference. In case such expense shall exceed the sum which would have been payable under the agreement, then the Contractor and his surety shall be liable and shall pay the Owner the amount of said excess.



**Article 11. Training.** It shall be the responsibility of the Contractor to provide training of all Fire Department personnel in the complete operation of the equipment. A complete factory training maintenance session shall be provided for all Airport Authority mechanics on the vehicle during the training period.

- 11.1 The Contractor shall arrange for a factory service representative to conduct a training course and demonstrate the equipment for a minimum of five (5) days at the Airport Authority's Fire Department location.
- 11.2 Training shall be conducted with the use of DVD programs, operators, parts and service manuals, and hands-on demonstration relative to the correct operation and maintenance of the vehicle.
- 11.3 A set of DVDs shall be provided, to be retained by the Airport Authority, along with the program, training manuals, vehicle data, and any other required information.

**Article 12. Maintenance.** The Contractor shall be required to perform manufacturer's recommended preventative maintenance for the vehicle furnished during the warranty period.

- 12.1 Contractor shall make all necessary adjustments to the vehicle, not required by reason of accident, misuse, or any casualty, at Contractor's expense during the warranty period.
- 12.2 Certified service technicians (those trained on the manufacturer's equipment) must be available to respond within one (1) working day in the event service is required.
- 12.3 The Contractor shall guarantee parts distribution support for the vehicle provided herein for a period of not less than twenty (20) years.

**Article 13. Waiver.** No waiver of a breach of any covenant, term, or condition of this Agreement shall be deemed to be a waiver of any other or subsequent breach of the same or any other covenant, term, or condition, or waiver of the covenant, term, or condition itself.

**Article 14. Assignment.** This Agreement is deemed to be personal to Contractor and Contractor shall not assign the Agreement. Contractor may, however, with Owner's approval, employ any other party or entity it deems necessary or proper for any part of the work required to be performed under the terms of the Agreement.

**Article 15. Compliance with Laws, Rules, and Regulations.** Contractor agrees to be bound by the provisions of Owner's rules and regulations, all applicable laws, rules, and regulations adopted or made applicable to Contractor by any local, state, or federal



authority having jurisdiction over the project or the Owner. Owner agrees to provide Contractor with all of Owner's rules and regulations and any subsequent amendments thereto.

**Article 16. Performance and Material and Labor Bonds.** The Contractor agrees that he will, upon notifications of contract award, within ten (10) calendar days, furnish the Owner a Performance Bond and a Material and Labor Bond in the forms attached hereto, furnished by a company or companies acceptable to the Owner, each in an amount equal to one hundred percent (100%) of the total contract sum.

The Performance Bond shall be conditioned upon the work under the Contract being performed in accordance with the Specifications and the terms of this Agreement.

The Labor and Materials Bond shall be conditioned to provide and secure payment for all material, provisions, provider, and supplies and for any labor and contributing to the work described in said contract.

**Article 17. Ownership of Documents.** All documents, including drawings, plans, specifications or other documents or maps prepared by Contractor pursuant to this Agreement, shall become the property of the Owner upon completion of the project or any termination of this Agreement prior to completion of the Agreement.

**Article 18. Compliance with Federal Standards and Requirements.** Contractor is required to comply with the following:

- 18.1 The contract provisions below shall be incorporated (not simply by reference) in each contract;
- 18.2 The Contractor (including all subcontractors) is required to insert these contract provisions in each contract and subcontract, and is further required to ensure that the clauses be included in all subcontracts;
- 18.3 The Contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements, and other agreements for supplies or services;
- 18.4 The Contractor is directly responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor, or service provider; and
- 18.5 The Contractor shall not modify the provisions. Minor additions covering state requirements may be included in a separate supplemental specification, provided they do not conflict with federal laws and regulations and do not change the intent of the required contract provision.



Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

18.6 Failure to comply with the terms of these contract provisions may be sufficient grounds to:

- Withhold progress payments or final payment,
- Terminate the contract,
- Seek suspension/debarment, or
- Any other action determined to be appropriate by the Owner or the FAA.

**Article 19. Civil Rights - General.** (Reference: 49 USC § 47123) – The Contractor agrees that it will 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 handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

**Article 20. Civil Rights – Title VI Assurances.**

(Source: Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

**20.1. Title VI Solicitation Notice**

The Owner, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies the Contractor that it will affirmatively ensure that any contract entered into pursuant to this contract, 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.

**20.2 Title VI Clauses for Compliance with Nondiscrimination Requirements**

(Source: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)



### **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 Statutes 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. **Non-discrimination:** 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 Acts and the Regulations, 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 Acts and the Regulations relative to Non-discrimination 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 Owner or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, 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 Owner 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 Owner 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 Owner 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 Owner to enter into any litigation to protect the interests of the Owner. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

### **20.3 Title VI List of Pertinent Nondiscrimination Authorities**

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

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 U.S.C. § 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 U.S.C. § 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 U.S.C. § 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 U.S.C. § 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 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 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 discrimination 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 U.S.C. 1681 et seq).

**Article 21. Access to Records and Reports.** (Reference: 2 CFR § 200.326, 2 CFR § 200.333) – 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.

**Article 22. Buy American Preferences.** (Reference: 49 USC § 50101)

**22.1 Applicability**

The Owner must meet the Buy American preference requirements found in 49 USC § 50101 in all AIP-funded projects. The Buy America requirements flow down from the Owner to the Contractor, who is responsible for ensuring that lower tier contractors and subcontractors are in compliance.

**22.2 Requirements**

The Buy-American preference requirements established within 49 USC § 50101 require that all steel and manufactured goods used on AIP projects must be produced in the United States. It also gives the FAA the ability to issue a waiver to the Owner to use other materials on the AIP funded project. The FAA requires that these waivers be requested in advance of use of the materials on the AIP funded project. The Owner may request that the FAA issue a waiver from the Buy American preference requirements if the FAA finds that:

- 1) applying the provision is not in the public interest
- 2) the steel or manufactured goods are not available in sufficient quantity or quality in the United States;
- 3) the cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) is considered the equipment in this case. For construction of a facility, the application of this subsection is determined after bid opening; or



- 4) applying this provision would increase the cost of the overall project by more than 25 percent.

**22.3. National Buy American Waivers Website**

The FAA Office of Airports maintains a list of equipment that has received waivers from the Buy American preference requirements on the [http://www.faa.gov/airports/aip/buy\\_american/](http://www.faa.gov/airports/aip/buy_american/) website. Products listed on the Nationwide Buy American Waivers Issued list do not require a project specific Buy American preference requirement waiver from the FAA.

**22.4. Mandatory Contract Language**

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

**Article 23. Disadvantaged Business Enterprises.** (Reference: 49 CFR part 26)

**23.1 Applicability**

The Disadvantaged Business Enterprise requirements found in 49 CFR Part 26, apply to all AIP-funded projects and must be included in all contracts and subcontracts. This includes both project with contract goals and project relying on race/gender neutral means.

**23.2 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 DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**23.3 Prompt Payment (§26.29)**

The Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment the Contractor receives from the Owner. The Contractor agrees further to return retainage payments to each subcontractor within fifteen (15) 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 Owner. This clause applies to both DBE and non-DBE subcontractors.



**23.4 DBE Participation List**

Although there is no contract goal for this project, the Owner is still required to monitor and report DBE participation. Therefore, the Contractor shall provide all information and reports required by the Project Manager and shall permit access to its books, records, accounts, and other sources of information and its facilities as may be determined by the Project Manager to be pertinent to ascertain compliance with the regulations or directives. Monthly reports of payments to DBE firms shall be required under the contract.

**Article 24. Energy Conservation.** (Reference 2 CFR § 200 Appendix II(H))

**24.1 Applicability**

The Energy Conservation Requirements found in 2 CFR § 200 Appendix II(H), apply to all AIP-funded construction and equipment projects and must be included in all contracts and subcontracts.

**24.2 Requirements**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

**Article 25. Federal Fair Labor Standards Act (Minimum Wage).** (Reference: 29 USC § 201, et seq.)

**25.1 Applicability**

The federal minimum wage provisions are contained in the Fair Labor Standards Act (FLSA) which is administered by the United States Department of Labor Wage and Hour Division. All contracts and subcontracts must meet comply with the FLSA, including the recordkeeping standards of the Act.

**25.2 Mandatory Contract Language**

The Contractor agrees that all contracts and subcontracts that result from this contract incorporate the following provisions by reference, with the same force and effect as if given in full text. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29USC 201)	U.S. Department of Labor – Wage and Hour Division



**Article 26. Lobbying and Influencing Federal Employees.** (Reference: 49 CFR Part 20, Appendix A)

**26.1 Applicability**

The Lobbying and Influencing Federal Employees prohibition found in 49 CFR Part 20, Appendix A, applies to all AIP-funded projects and must be included in all contracts and subcontracts.

**26.2 Mandatory Contract Language**

The Contractor certifies by signing and submitting this agreement, 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 Contractor, 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 Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The certification signed and submitted with the bid response is a material representation of fact upon which reliance was placed when the transaction was made or entered into. Submission of the certification was 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.

**Article 27. Occupational Safety and Health Act.** (Reference 20 CFR part 1910)

**27.1 Applicability**

The United States Department of Labor Occupational Safety & Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from the Occupational Safety and Health Act of



1970. All contracts and subcontracts must meet comply with the Occupational Safety and Health Act of 1970.

**27.2 Mandatory Contract Language**

This contract incorporates the following provisions by reference, with the same force and effect as if given in full text. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

**Article 28. Rights to Inventions.** (Reference 2 CFR § 200 Appendix II(F))

**28.1 Applicability**

The requirement for rights to inventions and materials found in 2 CFR § 200 Appendix II(F) applies to all AIP-funded projects and must be included in all contracts and subcontracts.

**28.2 Mandatory Contract Language**

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

**Article 29. Trade Restriction.** (Reference: 49 CFR Part 30)

**29.1 Applicability**

The trade restriction clause applies to all AIP-funded projects and must be included in all contracts and subcontracts.

**29.2 Mandatory Contract Language**

The Contractor or subcontractor, by execution of this contract, certifies that it:

- 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 published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;



- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

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 a contractor or subcontractor who is unable to certify to the above. If the Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Owner cancellation of the contract at no cost to the Government.

Further, the Contractor agrees that it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

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

This certification is a material representation of fact upon which reliance was placed when making the 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 Government.

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.

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.

**Article 30. Termination of Contract.** (Reference 2 CFR § 200 Appendix II(B))

**30.1 Applicability**

Incorporate in all contracts and subcontracts that exceed \$10,000.





### **30.2 Mandatory Contract Language**

The following is incorporated:

- a. The Owner may, by written notice, terminate this contract in whole or in part at any time, either for the Owner's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Owner.
- b. If the termination is for the convenience of the Owner, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the Contractor's obligations, the Owner may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor is liable to the Owner for any additional cost occasioned to the Owner thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Owner. In such event, adjustment in the contract price will be made as provided in paragraph b of this clause.
- e. The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**Article 31. Debarment and Suspension (Non-Procurement).** (Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility)

#### **31.1 Applicability**

This contract agreement is a "covered transaction" as defined by Title 2 CFR Part 180. Contractor certified at the time of bid submission that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. The Contractor further agrees to comply with Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction".

Incorporate in all contracts and subcontracts that exceed \$25,000.



### **31.2 Mandatory Contract Language**

#### **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)**

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

#### **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)**

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 Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

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

### **Article 32. Termination of Contract. (Reference 2 CFR § 200 Appendix II(A))**

#### **32.1 Applicability**

This provision is required in all contracts that exceed the simplified acquisition threshold. This threshold, fixed at 41 USC 403(11), is presently set at \$100,000.

#### **32.2 Mandatory Contract Language**

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. 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.

**Article 33. Clean Air and Water Pollution Control.** (Reference: 49 CFR § 18.36(i)(12)) Note, when the DOT adopts 2 CFR 200, this reference will change to 2 CFR § 200 Appendix II(G))

**33.1 Applicability**

Incorporate in all professional service agreements, construction contracts and subcontracts that exceed \$100,000. (Note that the 2 CFR 200 will raise this level to \$150,000).

**33.2 Mandatory Contract Language**

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the Contractor or subcontractor will notify the Owner of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

**Article 34. Contract Work Hours and Safety Standards Act Requirements.** (Reference: 2 CFR § 200 Appendix II (E))

**34.1 Applicability**

Incorporate in all professional service agreements, construction contracts and subcontracts that exceed \$100,000.

**34.2 Mandatory Contract Language**

The following is incorporated:



1. Overtime Requirements.

No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.



4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

**Article 35. Miscellaneous Provisions.** This Agreement may not be changed or terminated orally but only by an instrument in writing signed by the parties.

If any provision of this Agreement is determined to be illegal for any reason, the same shall be severed from the Agreement and the remainder of the Agreement shall be given full force and effect.

**Article 36. Entire Agreement.** This Agreement and all attachments incorporated herein constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all other previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements and all other communications between the parties. In the event that any dispute arises or discrepancy exists between this Agreement and any of the attachments incorporated herein, the terms and conditions contained in the body of this Agreement supersede those contained in the attachments.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**RENO-TAHOE  
AIRPORT AUTHORITY**

**CONTRACTOR**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Marily M. Mora, A. A. E.  
President/CEO

STATE OF \_\_\_\_\_ s.  
COUNTY OF \_\_\_\_\_ s.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, personally appeared before me, a notary public, \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Contractor named herein, and acknowledged that he executed the within Agreement on behalf of said Contractor.

(SEAL)

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

Attachment A – Insurance and Indemnification Requirements  
Attachment B – Technical Specifications

## VEHICLE PROCUREMENT SPECIFICATION, CLASS 5

### PROCUREMENT SPECIFICATION

#### Class 5

### 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 C** airport. It includes a 3000-4500 gallon water/Aqueous Film Forming Foam (AFFF) fire suppression system: 450 lb potassium-based dry chemical and 460 lb halogenated agent complementary systems.

The ARFF vehicle is intended to carry rescue and firefighting 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 C	5	3000 gallon/11,356 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. Firefighting 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 Extreme temperature range. The vehicle will be capable of satisfactory storage and operation in temperatures ranging from -40° to 110°F. The vehicle will be equipped with a cab, chassis, and agent winterization system, permitting operation at -40°F. The winterization system will not detract from the performance of the vehicle or the firefighting system in ambient temperatures up to 110°F. The vehicle chassis winterization system will maintain the engine coolant, lubricants, fuel, and electrical systems operational at ambient temperatures of -40°F. The vehicle agent winterization system will provide sufficient insulation and heating capacity, by means of hot circulating liquids and/or forced air heat exchangers, to permit satisfactory operation of the vehicle and firefighting systems for a 2-hour period at ambient temperatures as low as -40°F with the vehicle fully operational and the engine running. At the end of this 2-hour period, the vehicle will be capable of successfully discharging its agents. All compartments not winterized will be marked as such on the interior of the compartment. The marking will state that the compartment is not winterized and cannot be used for the storage of items capable of freezing.

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<sub>rms</sub> 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>3000 Gallon</b>
Length (inches/cm)	480/1219
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.

<b>VEHICLE MEASUREMENT VALIDATION</b>
Not applicable.
<b>ADO/FAA Approval:</b> € _____

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 35 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.

JUSTIFICATION
Reno Tahoe Airport has an altitude of 4,510 feet
ADO/FAA Approval: <input type="checkbox"/> _____

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.

Tire bead locks, where justified, may be installed on all tires and rims.

<b>JUSTIFICATION</b>
Bead locks required on all tires
ADO/FAA Approval: <input type="checkbox"/> _____

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.

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

<b>JUSTIFICATION</b>
<b>ADO/FAA Approval:</b> <input type="checkbox"/> _____

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 Scuff plates. Replaceable scuff plates will be provided at each compartment threshold to prevent body damage from sliding equipment in and out of the compartments. The

scuff plates 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 Ancillary equipment. 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 3000 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 firefighting 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 both sides 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 a foam proportioning system for Aqueous Film-Forming Foam (AFFF) (whether 3- or 6-percent foam concentrate) in accordance with NFPA 414. If a fixed orifice plate system is used, a plate will be provided for each percentage foam concentrate; the additional plate will be securely mounted in a protected location on the vehicle. A fire vehicle mechanic will be able to interchange the plates using common hand tools.

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 primary source of agent delivery, as specified below:

3.6.5.1. The vehicle will be equipped with a high reach extendable turret (capable of penetrating the second level of the New Large Aircraft (NLA) class of aircraft, in accordance with paragraph 3.6.5.2. The NLA class aircraft are equivalent to the 'Airplane Design Group VI' category, as specified in AC 150/5300-13, Airport Design.

NOTE: AC 150-5220-10 allows one vehicle equipped with a high reach extendable turret for an Index B-E airport at each airport station.

3.6.5.2 High Reach Extendable Turret (capable of penetrating the second level of NLA). The high reach extendable turret (HRET) must be in accordance with NFPA 414 and will have the vertical and horizontal reach necessary to service the highest placed engine of the aircraft being serviced. 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 type of nozzle or turret drain will be per the manufacturer's recommendation. The HRET will be controlled by one or two joysticks, each with a pistol grip handle, positioned for use by the driver and the crew member seated to the right of the driver (the turret operator). The cab design will provide clear visibility of the turret to both the driver and the turret operator with the turret in any position.

3.6.5.2.1 Video camera and monitor. The HRET will be equipped with a remote video camera and a cab mounted monitor. The system will be a complete video system consisting of a single color camera equipped with auto-focus and a cab controlled zoom. The camera/lens assembly will be protected from the heat of the fire and from the same climatic extremes as the truck. A color video monitor with a minimum dimension of 10 inches (measured diagonally) will be positioned in the cab within view of both the driver's and the turret operator's seated positions. One monitor may be provided for both the FLIR (see 3.4.5) and the camera with a switch to change between the FLIR and the camera.

3.6.5.2.2 Aircraft skin penetrator. The HRET will be equipped with an aircraft skin penetrator and agent application tool. The skin penetrator will be a minimum of 20 inches long, installed at the tip of the HRET, and connected to the water/AFFF agent discharge line. Agent application through the skin penetrator will be controlled from the cab. NOTE: If a high reach extendable turret is specified by the purchaser, a skin penetrating nozzle must be provided. The penetrating nozzle must be movable to allow for proper alignment of the penetrator to the aircraft fuselage for piercing operations. It must be capable of the minimum water/flow rate and pattern requirements of NFPA 414, Tables 4.1.1(c) and 4.1.1(d).

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

low angle high volume dual rate (minimum 600/1200 GPM) bumper turret.  
The bumper turret will be capable of discharging at a minimum flow rate 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, 1 ¾ -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.

3.6.7.1 In addition, the vehicle will be equipped with the following handline: 100 feet of twinned 1-inch dry chemical/foam-water hose on a reel.



3.6.8. Structural firefighting 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 firefighting 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.

3.7 Dry chemical agent system. The vehicle will be equipped with a 450 lb. minimum capacity potassium bicarbonate dry chemical auxiliary agent system. The propellant gas cylinder will be replaceable within fifteen minutes by two crew members standing on the ground and be equipped with a cylinder replacement hoisting system. 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.

3.7.1 Dry chemical primary turret discharge nozzle. The vehicle will be equipped with a turret mounted on the front bumper with a combination dry chemical/AFFF turret of the concentric direct injection type, designed to entrain the dry chemical agent within the AFFF solution discharge. Dry chemical discharge control will be within reach of the driver and the turret operator.

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

### 3.8 Halogenated agent system.

3.8.1. A 460 lb. Halotron I clean agent system including an agent storage container, a hose reel and an argon propellant cylinder will be provided. The agent storage container will conform to ASME standards for unfixed pressure vessels. The system will be capable of discharging a minimum of 90% of the containerized agent without flow fluctuations or interruptions. The propellant gas cylinder will be replaceable within fifteen minutes by two crew members standing on the ground and be equipped with a cylinder replacement hoisting system. 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 Halotron I 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.

3.8.2. Halotron I hose reel. A Halotron I hose reel will be provided in a compartment on the side of the vehicle. The reel will include 150 ft. of 1 in. booster type hose and an appropriate nozzle. The hose reel will be equipped with an electric rewind motor with manual rewind provisions and rollers to facilitate hose deployment. A tension device will be installed to prevent the hose from inadvertently unreeling. The nozzle will be capable of discharging a minimum of 5 lb./ sec. of Halotron I agent in accordance with the performance requirements of the A/C. Controls at the reel will allow charging of the Halotron I agent in the agent storage container, and into the handline.

3.8.3. Halotron I system charging cylinder. One (1) 400 cu. ft. argon cylinder with an integral pressure gauge bottle will be provided for discharging the vehicle mounted Halotron I system. One (1) spare 400 cu. ft. argon cylinder will be provided. Each cylinder will have sufficient capacity to discharge all of the Halotron I agent in the agent storage container and perform a blow down operation of the system without requiring a cylinder change. A means of lifting the argon cylinder to its stored position or lowering it to ground level will be provided. The design will be such that it will allow one person to safely perform the argon cylinder re-servicing on the vehicle. The lifting/lowering mechanism will be stored on the vehicle adjacent to the nitrogen cylinder storage area. This storage provision must accommodate for the braking and for the high G forces experienced during off road travel as described in this specification.

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

3.9.1 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.

3.9.2 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.

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

3.9.3 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.

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

3.9.5 Work lighting.

3.9.5.1 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.

3.9.5.2 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.

3.9.5.3 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.

3.9.5.4 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.

3.9.5.5 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.

3.9.5.6 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.

3.9.6 Audible warning devices.

3.9.6.1 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.

3.9.6.2 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.

3.9.7 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.

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

3.9.7.2 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.

3.9.8 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.***

3.9.9 Power receptacles.

3.9.9.1 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.

3.9.9.2 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.

3.9.10 Auxiliary generator. A minimum 8 kilowatt (kW) (continuous rating), 120/240-volt, 60 hertz, diesel, hydraulic, or split shaft Power Takeoff (PTO)-driven generator will be provided.

3.10 Line voltage electrical system.

3.10.1 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 firefighting 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**

<i>NFPA 414 paragraph</i>	<i>Test</i>
<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>
(6.3.3)	Vehicle Dimensions

<b><i>NFPA 414 paragraph</i></b>	<b><i>Test</i></b>
(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 eight 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 firefighting 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/)



**Print Class 5 Specification**

**RENO/TAHOE AIRPORT AUTHORITY FIRE DEPARTMENT  
EQUIPMENT SPECIFICATIONS FOR A CLASS 5  
AIRCRAFT RESCUE FIRE FIGHTING VEHICLE**

Pursuant to the associated grant for the Class 5 Aircraft Rescue Firefighting Vehicle attached is a list of supplemental requirements to vehicle manufacturer.

Specifications for equipment must be compliant with:

- FAA Advisory Circular 150/5210-14B
- NFPA Standards

**SECTION II**

**In addition to the minimum requirement set forth in the Advisory Circular the following equipment is necessary to place this vehicle into service.**

1. Provide a customized vehicle paint scheme that shall include reflective striping, airport name, airport logo and vehicle numbers for sides and roof. Reno/Tahoe Airport Fire Department will provide color template, vehicle number identifications and photographs upon request. Vehicle markings and numbering will be consistent with other ARFF vehicle used at RTAA. Must comply with A/C 150/5210-5 Painting, Marking and Lighting of Vehicles Used on an Airport.
  - A. 500 Watt Quartz wide angle flood light mounted at the front of the vehicle above the windshield.
  - B. Forward facing fog lights. (2)
  - C. Red flashing forward facing light mounted in the left front above the bumper. (1)
  - D. Red flashing light mounted in the right front above the bumper. (1)
  - E. Amber flashing lights mounted in the rear above the bumper (2).
  - F. Red flashing lights on each side located forward-mid-rear of vehicle and wig-wag capability incorporated into headlights. (3)
  - G. Emergency flashing red strobes mounted on the top front left and right section of the body. (2)
  - H. Emergency flashing red strobes mounted on the top rear left and right section of the body. (2) Amber flashing strobe shall be mounted at the top rear section of the body. (1)
2. Vehicle to be delivered with 1 1/2 tanks of AFFF (mil. spec. 3% AFFF concentrate) concentrate.
3. Cab air-conditioning, of sufficient size and design to maintain cabin temperature of 75 degrees with an outside ambient temperature of 105 degrees, shall be provided.
4. Ladder bracket capable of holding 24' extension, 14' roof and 10' folding attic ladder.

**RENO/TAHOE AIRPORT AUTHORITY FIRE DEPARTMENT  
EQUIPMENT SPECIFICATIONS FOR A CLASS 5  
AIRCRAFT RESCUE FIRE FIGHTING VEHICLE**

5. A 110 VAC auxiliary onboard compressor will be provided with cord reel in compliance with current NFPA standard.
6. Provide an 110v receptacle on both left and right side of the cab.
7. Provide shore type power plug(s) on the right front of body location for the battery charger; block heater and air-compressor. Plug shall be designed to automatically release (auto-eject).
8. Provide exhaust stack compatible with Plymo-Vent Exhaust System.

**Structural firefighting capability**

1. Four 2 ½" Discharge connections with male National Hose threads will be provided. Two 2 ½" discharge will be provided on each side of the vehicle.
2. Two 2 ½" Intake connections will have rocker lug female National Hose Threads, a quarter-turn control valve, 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. Two 4 ½" intake connections, one on each side of the vehicle. The 4 ½" intake connections will have male national hose threads, a quarter turn control valve, a bleeder valve, a strainer, and a cap.