## **INVITATION FOR BIDS (IFB)**

Aircraft Rescue and Firefighting (ARFF)
Vehicle





County of Victoria - Victoria Regional Airport 609 Foster Field Drive Victoria, TX 77904

Issued: July 10, 2023

Proposal Due Date: August 07, 2023 at 3:00 P.M.

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#### **SECTION 2 – INVITATION FOR BIDS**

# INVITATION FOR BIDS (IFB), BID SPECIFICATION AND BID FORMS FOR ONE (1) NEW AIRCRAFT RESCUE AND FIREFIGHTING (ARFF) VEHICLE

#### COUNTY OF VICTORIA - VICTORIA REGIONAL AIRPORT 609 Foster Field Drive Victoria, TX 77904

#### **INVITATION FOR BIDS**

The County of Victoria, Texas and the Victoria Regional Airport (VCT) are accepting bids for the following:

## ONE (1) Aircraft Rescue and Firefighting (ARFF) Vehicle for the Victoria Regional Airport

Copies of this IFB may be obtained from The Victoria Regional Airport Office at 609 Foster Field Drive, Victoria, Texas 77904 or online at https://www.vctx.org/page/business.bids or https://flyvictoriatx.com/master-plan/.

The bidder shall use unit pricing.

The method of payment shall be from County General Fund.

No bidders bond required.

Bids shall be received by Vinicio "Lenny" LLerena, Airport Executive Director, 609 Foster Field Drive, Victoria, Texas, 77904, until Monday, August 07, 2023 at 3:00 P.M.

Late submissions will not be accepted under any circumstances. The phone system in the Office of the Airport Executive Director shall be the official time of receipt. Responses received after the deadline will be returned unopened.

The outside of the envelope or email subject line shall be plainly marked:

## "County of Victoria – Victoria Regional Airport – ONE (1) NEW AIRCRAFT RESCUE AND FIREFIGHTING (ARFF) VEHICLE"

Bids will be held unopened until Monday, August 07, 2023. They will be opened and the Respondent's name and Bid Amount will be read aloud during a public meeting beginning at 4:00 P.M. The public meeting will be held in the Victoria County Commissioner's Courtroom, located at 115 N. Bridge St., Room 241, Victoria, Texas 77901. Formal action on bids will be considered at a future meeting at Victoria County Commissioners Court. All Bids shall include all requirements of the County of Victoria - Victoria Regional Airport - ONE (1) NEW AIRCRAFT RESCUE AND FIREFIGHTING (ARFF) VEHICLE.

No bids may be withdrawn for a period of 90 days subsequent to the opening of the bids without the consent of the County. The County reserves the right to reject any and/or all bids

and to accept any bid deemed by the County as providing the best value for and being most beneficial to the County, and to waive all formalities in the bid process.

Publish on: 07-16-23 07-23-23

Michelle Samford Victoria County Auditor

#### SECTION 3 – BID INSTRUCTIONS, REQUIREMENTS, AND TERMS & CONDITIONS

Bidders are urged to promptly review the requirements of this specification and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing via email to the Airport Executive Director at <a href="mailto:vllerena@vctx.org">vllerena@vctx.org</a> no later than July 26, 2023 at 5:00 P.M. (Central Time). Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and the competitive bids may be obtained as specified herein. Protests with regard to the specification documents will not be considered after bid are opened.

- 1. Read the entire bid, including all terms and conditions, and specifications.
- 2. Bids are mailed only as a courtesy. The County of Victoria (The County) does not assure responsibility for failure of bidders to receive bids. Bidders should rely only on advertisements in the local paper (The Victoria Advocate), and should personally pick up bids and specifications. Full information may be obtained, or any questions answered, by contacting the Victoria Regional Airport at 361-578-2704. Additionally, copies of this IFB may be obtained from The Victoria Regional Airport Office at 609 Foster Field Drive, Victoria, Texas 77904 or online at https://www.vctx.org/page/business.bids or https://flyvictoriatx.com/master-plan/.
- 3. The Bid title: "County of Victoria Victoria Regional Airport ONE (1) NEW AIRCRAFT RESCUE AND FIREFIGHTING (ARFF) VEHICLE", bidders name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
- 4. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Victoria Regional Airport on or before the specified bid opening date and time. Late bids will not be considered under any circumstances. Bids may be delivered in person to the Victoria Regional Airport, or by Express Mail, or delivery service to:

Vinicio "Lenny" LLerena Victoria Regional Airport Airport Executive Director 609 Foster Field Drive Victoria, TX 77904

The outside of the envelope subject line shall be plainly marked:

"County of Victoria – Victoria Regional Airport – ONE (1) NEW AIRCRAFT RESCUE AND FIREFIGHTING (ARFF) VEHICLE"

- 5. Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the County has determined the contractor to be in default, the County reserves right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
- 6. The County specifically reserves the right to evaluate bids and award items separately, grouped or on an all or none basis, to accept the bid which is in the best interest of the County, and to reject all proposals if that is in the best interest of the County.
- 7. Altered or incomplete bids (including non-acknowledgement of addenda issued, if any), or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection.
- 8. All bids must be typed or written in ink. Any erasures, strikeover and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.
- 9. All bids must be manually signed by a properly authorized party. Failure to do so shall cause the bid to be rejected as non-responsive.
- 10. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the County reserves the right to determine the acceptability of any equivalent offered.
- 11. Detailed factory specifications, illustrative literature and any deviations should be submitted with bid as required by the specifications or on the bid form. Representative samples shall be submitted upon request, if appropriate. Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, and technical data) sufficient for the County to evaluate quality, suitability, and compliance with the specifications in the solicitation.
- 12. Written addenda issued prior to bid opening which modifies the bid shall become a part of the bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method. Failure to acknowledge receipt of addenda (if any) shall render the bid non- responsive and subject to rejection.

- 13. All applicable Chemicals must meet EPA requirements. Bidders must submit Chemical product label, Safety Data Sheet, and EPA registry number with bid. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.
- 14. Delivery of items must be made on time to County final destination within the Victoria Regional Airport. All freight charges shall be prepaid by vendor. Late deliveries or unsatisfactory performance may be cause to cancel the Purchase Order or contract.
- 15. All prices in bid shall remain in effect for a period of at least ninety (90) days. The County purchases are excluded from state and local taxes.
- 16. Acceptance of award by vendor, either in writing or by shipment of any article described herein, shall effectuate a contract between the County and vendor for the materials described herein, and no additional conditions or amendments shall have any effect unless approved in writing by the County.
- 17. The County is an equal opportunity employer, and does not discriminate against anyone on the basis of race, sex, creed, color, religion, national origin, ancestry, reprisal, disability, sexual orientation, marital status or political affiliation.
- 18. Terms and Conditions: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Texas.
- 19. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements In subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly OMB circular a-133). A list of parties who have been suspended or debarred can be viewed via the internet at <a href="http://www.sam.gov">http://www.sam.gov</a>.
- 20. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Bids containing "Payment in Advance" or "C.O.D." requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.

- 21. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Written bid Tabulations can be accessed at: https://www.vctx.org/page/business.bids or https://flyvictoriatx.com/master-plan/.
- 22. Successful bidder agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the County, its agents and employees from and against all claims and actions for bodily injury, death or property damages caused by fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however the contractor shall have no obligation as set forth with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the County, its officers, its agents, or its employees.
- 23. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.
  - Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.
- 24. CONTRACT: This bid, when properly accepted by Victoria County, shall constitute a contract equally binding between the successful bidder and Victoria County. No different or additional terms will become part of this contract with the exception of a Change Order.
- 25. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the County.
- 26. ADDENDA: Any interpretations, corrections, or changes to this Invitation for Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the office of the Airport Executive Director. Addenda will be mailed to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda. Additionally, addenda will be posted at: https://www.vctx.org/page/business.bids or https://flyvictoriatx.com/master-plan/.
- 27. TERMINATION FOR DEFAULT: Victoria County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best

interest of the County in the event of breach or default of this contract. Victoria County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

- 1. meet delivery or completion schedules, or
- 2. otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the County to award to another bidder, purchase elsewhere, and charge the full increase in cost and handling to the defaulting successful bidder.

- 28. PATENTS/COPYRIGHTS: The successful bidder agrees to protect Victoria County from claims involving infringements of patents and/or copyrights.
- 29. PURCHASE ORDER: A purchase order(s) shall be generated by Victoria County to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Victoria County will not be held responsible for any orders placed/delivered without a valid current purchase order number.
- 30. PACKING SLIPS or other suitable shipping documents shall accompany each shipment and shall show: (a) name and address of successful bidder, (b) name and address of receiving department and/or delivery location, (c) Victoria County Purchase Order number, and (d) descriptive information as to the vehicles delivered, including product code, model number, item number, serial number, quantity, etc.
- 31. INVOICES shall show all information as stated above and shall be mailed directly to Victoria County, 115 N. Bridge St., Room 122, Victoria, Texas 77901.
- 32. VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Victoria County, Texas.
- 33. ASSIGNMENT: The successful bidder shall not sell, assign, transfer, or convey this contract, in whole or in part, without the prior written consent of Victoria County.
- 34. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
- 35. BIDS MUST COMPLY with all federal, state, county, and local laws concerning this type of item(s). The equipment shall contain all standard safety, emission, and noise control equipment required for this type and size of equipment at the time of its manufacture and all extra equipment specified. All materials, equipment, and/or parts not specifically stated herein but necessary to render the unit(s) complete and operational per the specifications are to be included in the bid price. Bidder may be required to furnish

evidence that each unit, as bid, will meet or exceed these requirements. An inspection of the equipment shall be made before acceptance.

36. CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ): In accordance with Chapter 176 of the Texas Local Government Code, "Disclosure of Certain Relationships with Local Government Officers," persons, or their agents who seek to who seek to contract for the sale or purchase of property, goods, or services with the County of Victoria/Victoria Regional Airport, shall file a Conflict of Interest Questionnaire (Form CIQ) with the County Auditor if the vendor has a business relationship as defined by Section 176.001(1-a) with the County of Victoria/Victoria Regional Airport and the vendor meets requirements under Section 176.006(a).

Form CIQ is available from the Texas Ethics Commission by accessing the following web address: <a href="https://www.ethics.state.tx.us/filinginfo/conflict\_forms.htm">https://www.ethics.state.tx.us/filinginfo/conflict\_forms.htm</a>
The Conflict of Interest Questionnaire (Form CIQ) is required to be filed within 7 business days of:

- a. Beginning of discussions or negotiations to enter into a contract with the County; or
- b. Submission of an application, response to an Invitation for Bids correspondence or other writing related to a potential agreement with the County of Victoria.

If requested in the solicitation document, all Respondents are to submit a completed Conflict of Interest Questionnaire (Form CIQ) with their response. CERTIFICATE OF INTERESTED PARTIES (FORM 1295): A proponent that will be awarded a contract that is greater than \$25,000 is required to electronically create a Certificate of Interested Parties 1295 ("TEC") through the Texas **Ethics** Commission https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm and submit a signed and copy of the form to the County of Victoria/Victoria Regional Airport prior to the award of the contract. A contract, including a County-issued purchase order, will not be enforceable or legally binding until the County receives and acknowledges receipt of the properly completed Form 1295 from the vendor.

37. ANY QUESTION concerning this process should be directed to the Airport Executive Director, 609 Foster Field Drive, Victoria, Texas 77904, (361) 578-2704.

#### **SECTION 4 – BID FORMS**

### **COUNTY OF VICTORIA, TEXAS**

INVITATION FOR BIDS AND BID QUOTATION FORM

THIS IS A QUOTATION FORM ONLY AND DOES NOT REPRESENT AN ORDER FOR A PURCHASE BY VICTORIA COUNTY.

## BID PROPOSAL FOR ONE (1) NEW CLASS IV ARFF VEHICLE FOR THE VICTORIA REGIONAL AIRPORT

VENDOR'S N	IAME AND ADDRESS:				
VENDOR'S F	PHONE NUMBER  DATE OF BID OPENING: Monday,	August 07,	2023 at	4:00 P.M.	
ITEM	DESCRIPTION	QUANTITY	UNITS	PRICE	EXTENDED PRICE
0001	Price to Furnish Fully Functional and Operational Aircraft Rescue and Fire Fighting Vehicle as specified	1	Each		
0002	Price to Furnish Fully Functional and Operational Aircraft Rescue and Fire Fighting Vehicle as specified with Alternative self-testing foam system	1	Each		
					TOTAL

1.	STATE DELIVERY DAYS MAXIMUM AFTER RECEIPT OF ORDE
2.	STATE ENUMARATED ADDENDA RECEIVED (IF ANY)

F. O.B.: DESTINATION – PAYMENT TERMS: NET 30

#### **SECTION 5 – BID AFFIDAVIT**

The specifications referenced require the doing of all things necessary, proper for or incidental to the furnishing of said equipment. All items of design and equipment not listed in these specifications, but involved in carrying out their intent are required to be furnished by the vendor, the same as if these items were specifically mentioned and described in these specifications. Manufacturer's standard equipment on all components of unit must be included with this proposal even though they may not be formally called out in these specifications. The equipment must be fully assembled and tested prior to delivery by a dealer representative.

FIRM/BIDDER:		
PREPARED BY:		
ADDRESS:		
PHONE:		

BIDDER MUST SIGN BID AFFIDAVIT AS PART OF THIS BID. RETURN SPECIFICATIONS AND BID SHEETS OF BID PACKAGE WITH ALL DOCUMENTATION REQUIRED.

STATE OF	X	AFFIDAVIT
COUNTY OF	Х	AFFIDAVII
BEFORE ME, th	ne undersigned authority, on t	this day personally appeared
whose name is sub	scribed to the following, who	known to me to be the person o, upon oath, says:
of the bids to which with the other firms	this affidavit is attached, and in this same line of business	or officer or the principal of the Bidder in the matte I have full knowledge of the relations of the Bidde , and the Bidder is not a member of any trust, poo d on, or to influence any person to bid or not to bid
hereafter any econo	_	en, offered to give, nor intends to give at any time oloyment, gift, loan, gratuity, special discount, trip with the submitted bid.
		Affiant
		by the above Affiant, who, on oath states that the , this day of
		Notary Public in and for County,
Name of Bidd	er	
Signed by	(Sign Name in Writing)	
Address		,
		(Zip Code) Date

NOTE: BIDS NOT ACCOMPANIED BY THIS AFFIDAVIT WILL NOT BE CONSIDERED

The County of Victoria does not discriminate on the basis of race, color, national origin, sex, religion, age, and disability in employment or the provision of services.

#### SECTION 6 - FEDERAL CONTRACT PROVISIONS

"As a matter of bid responsiveness, the bidder, where required, must complete, sign, date, insert a checkmark, or letter X, and submit the following section along with their bid."

### Federal Contract Provisions for Airport Improvement Program Funded Projects and Equipment

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

#### ACCESS TO RECORDS AND REPORTS

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

#### **BREACH OF CONTRACT TERMS**

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

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

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

#### **FAA BUY AMERICAN PREFERENCE**

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

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

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

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, and other Made in America Laws, U.S. statutes, guidance, and FAA policies 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 ( $\checkmark$ ) or the letter "X".

Bidder or offeror hereby certifies that it will comply with 49 USC § 50101,	BABA a	nd
other related U.S. statutes, guidance, and policies of the FAA by:		

a) Only installing steel and manufactured products produced in the United States;

<sup>&</sup>lt;sup>1</sup> Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

- b) Only installing construction materials defined as: an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
- c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- d) 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:

- a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
- b) To faithfully comply with providing U.S. domestic product.
- c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
  - a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
  - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
  - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
  - d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

#### Required Documentation

**Type 2 Waiver (Nonavailability)** - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

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

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- d) 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 (Unreasonable Costs)** - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bidders and/or offerors;
- Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;

of the Federal Aviation Administrat	6, this certification concerns a matter within the jurisdiction tion and the making of a false, fictitious, or fraudulent ubject to prosecution under Title 18, United States Code.
	 Signature
Company Name	Title

d) Completed waiver applications for each comparable bid and/or offer.

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

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

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

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

#### **Title VI Solicitation Notice:**

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

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

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

#### **Compliance with Nondiscrimination Requirements:**

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

- **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the

contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**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.

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

#### CLEAN AIR AND WATER POLLUTION CONTROL

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

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

#### CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

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

#### CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

- 1. Checking the System for Award Management at website: http://www.sam.gov.
- 2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
- 3. Inserting a clause or condition in the covered transaction with the lower tier contract. If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

#### **TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

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

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

#### CERTIFICATION REGARDING LOBBYING

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

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

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

Occupational Safety and Health Act of 1970 (OSH) Compliance

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

#### PROCUREMENT OF RECOVERED MATERIALS

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

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

The list of EPA-designated items is available at:

www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

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

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

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

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

## CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

#### Certifications

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

#### Note

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

#### **Term Definitions**

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

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

#### **TERMINATION FOR CONVENIENCE**

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

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

Owner agrees to pay Contractor for:

- Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- 3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- 4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

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

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

#### **TERMINATION FOR CAUSE**

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

- 1. Fails to begin the Work under the Contract within the time specified in the Notice- to-Proceed;
- 2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
- 3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
- 4. Fails to comply with material provisions of the Contract;
- 5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
- 6. Becomes insolvent or declares bankruptcy.

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

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

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

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

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

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

#### TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct

through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

#### **VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

#### CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

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

#### **SECTION 7 – ARFF VEHICLE SPECIFICATIONS**

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#### **VEHICLE PROCUREMENT SPECIFICATION, CLASS 4**

## PROCUREMENT SPECIFICATION Class 4 AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) VEHICLE

1. <u>SCOPE</u>. This Procurement Specification (PS) covers a commercially produced diesel engine driven ARFF vehicle for an <u>Index B</u> airport. It includes a 1500 gallon water, 210 Aqueous Film Forming Foam (AFFF) fire suppression system:

450 to 500 lbs. potassium – based dry chemical only

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

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

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

- 3. <u>VEHICLE CONFORMANCE/PERFORMANCE CHARACTERISTICS</u>. 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 <u>General Administration Requirements.</u>
- 3.1.1 <u>Manuals</u>: Technical manuals will consist of operator, service, and parts manuals. All manuals are required to be provided in hardcopy and in digital format or Flash Drives when requested.
- 3.1.1.1 <u>Technical manuals</u>. 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 Flash Drive format when requested maddition to or in place of printed paper copies.
  - b. The contractor will provide two complete sets of hardcopy manuals and / or Flash Drives when requested.

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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-serv1cmg, et cetera).
- h. Daily maintenance inspection checklists that the operator is expected to perform, including basic troubleshooting procedures.
- 1. 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.
- 1. 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 Document, "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 <u>Service manual</u>. 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

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permit proper maintenance by qualified vehicle mechanics. The manual will contain an alphabetical subject index as well as a table of contents. The service manual will contain at least the following, where applicable:

- a. Fire fighting system schematic(s).
- b. Hydraulic schematic.
- c. Pneumatic schematic.
- d. Electrical schematic.
- e. Winterization schematic.
- f. Fuel schematic.
- g. Schedules for required preventative maintenance and required periodic maintenance.
- h. Lubrication locations, procedures, and intervals for parts of the vehicle and equipment that require lubrication.
- 3.1.1.1.3 Parts identification manual. The parts manual will include illustrations or exploded views (as needed) to identify properly all parts, assemblies, subassemblies, and special equipment. All components of assemblies shown in illustrations or exploded views will be identified by reference numbers that correspond to the reference numbers in the parts lists. All purchased parts will be cross-referenced with the original equipment manufacturer's (OEM) name and part number. The parts identification manual will provide the description and quantity of each item used for each vehicle. The size, thread dimensions, torque specifications, and special characteristics will be provided for all nonstandard nuts, bolts, screws, washers, grease fittings, and similar items. The manual will contain a numerical index. The parts manual will contain a list of all of the component vendor names, addresses, and telephone numbers referenced in the parts list.

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

- 3.1.2.1 <u>Finish.</u> Exterior surfaces will be prepared, primed, and painted in accordance with all of the paint manufacturer's instructions and recommendations. The vehicle 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 FAA approved color.
- 3.1.2.2 <u>Dissimilar metals</u>. 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 electromotive compatible abutting surfaces is acceptable. The use of

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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 <u>Protection against deterioration</u>. 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 <u>Reflective stripes</u>. 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 <u>Lettering</u>. The manufacturer will apply the airport's 'Name' and 'Insignia' 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  $2\frac{1}{2}$ -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 <u>Vehicle identification plate</u>. 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
  - e. 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)
  - 1. 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

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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 120°F. Refer to NFPA 414 for vehicle winterization criteria.
  - Extreme Temperature Range. The vehicle will be capable of satisfactory storage and 3.1.4.2 operation in temperatures ranging from - 2° to 110° F. The vehicle will be equipped with a cab, chassis, and agent winterization system, permitting operation at - 2° 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 chassis winterization system will maintain the engine coolant, lubricants, fuel, and electrical systems operational at ambient temperatures of - 2° 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 operations of the vehicle and firefighting systems for a minimum of a 2-hour period at ambient temperatures as low as - 2° F with the vehicle fully operational and the engine running. At the end of this minimum period, the vehicle will be capable of successfully discharging its agent. 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 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 Grrns 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 <u>Gradeability</u>. The fully loaded vehicle will be able to ascend any paved slope up to and including 50-percent.
- 3.1.6.3 <u>Side slope stability</u>. The fully loaded vehicle will be stable on a 30° side slope when tested in accordance with NFPA 414.

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3.1.6.4 <u>Cornering stability</u>. 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.

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

NOTE: The dimensions listed are for the maximum size vehicle the fire station bay will accommodate.

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Not applicable.	
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- 3.2.2 Angles of approach and departure. The fully loaded vehicle will have angles of approach and departure of not less than  $30^{\circ}$ .
- 3.2.3 Field of vision. The vehicle will have a field of vision in accordance with NFPA 414.
- 3.2.3.1 <u>Mirrors / Camera</u>. 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 comer 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.

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- 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 <u>Acceleration</u>. The fully loaded vehicle will accelerate from Oto 50 miles per hour (mph) on a level paved road within: 25 seconds.
- 3.3.1.2 <u>Maximum speed</u>. The fully loaded vehicle will attain a minimum top speed of 70 mph on a level, paved road.
- 3.3.1.3 <u>Pump and roll on a 40-percent grade</u>. 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 <u>Altitude</u>. Where justified, the vehicle, including the pumping system, will be designed for operation at 2,000 feet above sea level.

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Not applicable		
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- 3.3.2 <u>Engine cooling system</u>. 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 <u>Fuel priming pump</u>. 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.
- 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 <u>Transmission</u>. A fully automatic transmission will be provided. The transmission will be in accordance with NFPA 414.
- 3.3.6 <u>Driveline</u>. 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 <u>Axle capacity</u>. Each axle will have a rated capacity, as established by the axle manufacturer, in accordance with NFPA 414.
- 3.3.8 <u>Suspension</u>. 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 <u>Tires and wheels</u>. 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.

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3.3.10 <u>Towing connections</u>. 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 <u>Brake system</u>. 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 earner.

- 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 <u>Steering</u>. The vehicle will be equipped with power steering. Rear-wheel steering technology is not an approved vehicle option.

- 3.3.12.1 <u>Steering effort</u>. The steering system performance will be in accordance with NFPA 414.
- 3.3.12.2 <u>Turning diameter</u>. 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 <u>License plate bracket</u>. 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 <u>Cab.</u> 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 <u>Windshield and windows</u>. 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 <u>an electric</u> control system.
- 3.4.2 <u>Cab interior sound level</u>. The maximum cab interior sound level will be in accordance with NFPA 414.
- 3.4.3 <u>Instruments and controls</u>. 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 <u>Windshield deluge system</u>. 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 <u>Forward Looking Infrared (FLIR)</u>. 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 <u>Climate control system</u>. 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 <u>Seats</u>. The driver seat will be adjustable fore and aft and for height. The turret operator's seat, located to the right front of the driver's seat, will be a fixed (non-suspension) type. Each seat will be provided with a Type 3 seat belt assembly (i.e., 3-point retractable restraint) in accordance with CFR 49 CFR 571.209. Seat belts must be of sufficient length to accommodate crew members in full Personal Protective Equipment (PPE).
- 3.4.7.1. Seat Options. Two types of seat options are allowed in the vehicle. A standard seat contains a hard/fixed back. For these seats, a remote-mounted bracket designed to store a Self-Contained Breathing Apparatus (SCBA) will be provided. The remote-mounted bracket for the driver and turret operator (at a minimum) must be placed inside the cab. The brackets for seat positions #3 and #4 may be placed outside of the cab if necessary. An SCBA seat, on the other hand, contains an opening which can accommodate someone wearing an SCBA. The chart below represents the user's stated preference for the vehicle seating configuration.

Position	Standard	SCBA-Seat	NIA
Driver	X		
Turret		X	
#3		X	
#4		X	

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Not applicable			
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- 3.4.8 <u>Windshield wipers and washer</u>. 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 <u>Warning signs</u>. 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 <u>Lateral accelerometer and/or stability control system</u>. 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 <u>Body, compartments, and equipment mounting.</u> The body, compartments, and equipment mounting will be that of the contractor's standard design to safely store appropriate tools, appliances, bottles, and SCBAs.
- 3.5.1 <u>Body.</u> The vehicle will have a corrosion-resistant body.
- 3.5.2 <u>Compartments</u>. 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 <u>Compartment doors.</u> 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 <u>Scuffplates</u>. Replaceable scuffplates will be provided at each compartment threshold to prevent body damage from sliding equipment in and out of the compartments. The scuffplates will be securely attached to the compartment threshold but will be easily replaceable in the event of damage.

- 3.5.2.3 <u>Drip rails</u>. 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 <u>Drainage mats.</u> 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 <u>SCBA storage tubes</u>. 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 <u>Ladder, handrails, and walkways</u>. 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 <u>Ancillary equipment</u>. 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 <u>Agent system piping</u>. 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 <u>Tank to pump connection</u>. A check valve and shutoff valve will be provided in each tank to pump line.

- 3.6.1.3 <u>Piping, couplings, and valves.</u> 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 <u>Pressure relief valves</u>. The agent system will be equipped with pressure relief valves in accordance with NFPA 414.
- 3.6.1.6 <u>Drains</u>. The agent system will be equipped with a drainage system in accordance with NFPA 414.
- 3.6.2 <u>Water tank</u>. The vehicle will have a water tank with a manufacturer certified minimum capacity of at least 1500 gallons.
- 3.6.2.1 <u>Water tank construction</u>. 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 <u>Water tank overhead fill cover and drain.</u> 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 <u>Water tank overflow system and venting</u>. 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 overfill. 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  $\frac{1}{4}$ -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  $2\frac{1}{2}$ -inch fill hose.
- 3.6.2.5 <u>Water tank fill connections</u>. The water tank will incorporate National Hose thread connections and will be in accordance with NFPA 414. If the vehicle is fitted with the "structural fire fighting capability option," the additional requirements listed in paragraph 3.6.8 must be incorporated.

3.6.3 <u>Foam system.</u> (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 <u>Foam tank construction</u>. 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 <u>Foam tank drain</u>. The foam tank will incorporate a drain and drain valve. The valve will be on the left side of the vehicle and controlled by a crew member standing on the ground. The drain line will have a minimum 1½-inch I.D. The foam tank drain outlet will be located so that the contents of the tank can be drained into 5-gallon cans and 55-gallon drums.
- 3.6.3.1.3 Foam tank top fill trough. The foam tank will incorporate a top fill trough mounted in the top of the tank readily accessible to at least two crew members on top of the vehicle. The top fill trough will incorporate a cover, latch, and sealed so as to prevent spillage under any operating condition. The top fill trough will be designed to allow two standard 5- gallon foam concentrate containers to be emptied simultaneously. The top fill trough neck will extend sufficiently close to the bottom of the tank to reduce foaming to a minimum during the fill operation. The top fill trough will incorporate readily removable, rigidly constructed 10 mesh stainless steel, brass or polyethylene strainers. All components in and around the top fill trough will be constructed of materials that resist all forms of deterioration that could be caused by the foam concentrate or water.
- 3.6.3.2 Foam tank fill connections. The foam tank will incorporate a 1.5-inch National Hose thread female hose connection on the left side of the vehicle to permit filling by an external transfer hose at flow rates up to 25-gpm. The connections will be provided with chained-on long handled plugs or rocker lug plugs. The top of the connections will be no higher than 48 inches above the ground and readily accessible. The fill lines will incorporate check valves and readily removable, rigidly constructed ¼-inch mesh strainers. All components in the foam tank fill system will be constructed of materials that resist all forms of deterioration that could be caused by the foam concentrate or water.
- 3.6.3.2.1 Foam tank vent and overflow system. The foam tank will incorporate a vent system to relieve pressure on the tank during fill and discharge operations at maximum flow rates and an overflow system to relieve excess liquid in the event of tank overfill. 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 <u>Foam transfer pump</u>. 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

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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 <u>Foam flushing system</u>. The foam concentrate system will be designed m accordance with NFPA 414 so that the system can be readily flushed with clear water.
- 3.6.3.5 <u>Foam concentrate piping</u>. 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 <u>Foam proportioning system</u>. The vehicle will have a foam proportioning system for Aqueous Film-Forming Foam (AFFF) (at 3-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.

"(An integrated AFFF testing system or equivalent shall be part of this proposal as an alternate option)"

3.6.5 <u>Primary vehicle turret</u>. The vehicle will be equipped with a high reach extendable turret-(capable of penetrating all aircraft except the second level of an NLA) to serve as the primary source of agent delivery, as specified below:

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

<u>3.6.6</u> 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 (375/750 GPM) bumper turret. The bumper turret will be capable of discharging at a minimum flow rates of foam or water, 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  $\pm 45^{\circ}$ -20° meeting section 4.20.2 in NFPA 414.

- 3.6.7 <u>Preconnected handline(s)</u>. One 200 foot, 1¾-inch pre-connected woven jacket handline(s), with a 1½-inch control valve and a pistol grip nozzle, will be located on (or accessible from) <u>left</u> 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 the 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: 150 feet of 1-inch foam/water hose on a reel will be mounted in a compartment on the left side of the vehicle. Handline agent 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.

3.6.8 Not applicable.	

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

- 3.7. Dry Chemical agent system. The vehicle will be equipped with a 450 lb. minimum capacity potassium based dry chemical agent system. The propellant gas cylinder will be a DOT-3AA2400 cylinder and replaceable within fifteen minutes by two crew members standing on the ground. It will 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 cab roof, and the 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. Dual agent Hose reel. A hose reel equipped with at least 100 feet of twined 1-inch dry chemical / foam-water 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 Not applicable.		

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

- 3.9.1 <u>Alternator</u>. 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 <u>Batteries</u>. 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 <u>Battery compartment</u>. The batteries will be enclosed in a weatherproof enclosure, cover, or compartment and be readily accessible.
- 3.9.3 <u>Battery charger or conditioner</u>. 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 <u>Electromagnetic interference</u>. The vehicle electrical system will be in accordance with SAE J551-2 for electromagnetic interference.
- 3.9.5 Work lighting.
- 3.9.5.1 <u>Cab interior lights</u>. 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 <u>Ladder, step, walkway, and area lights.</u> 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 <u>Flood Lights</u>. Two <u>telescoping</u> floodlights will be provided. One light will be mounted on the left and right sides of the vehicle. <u>250W LED</u> 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 <u>Scene Lights</u>. 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. <u>LED</u> 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 <u>Hom.</u> 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 <u>Emergency warning light color.</u> All emergency warning lights will meet the requirements of AC 150/5210-5.
- 3.9.7.2 <u>Headlight flashing system</u>. A high beam, alternating/flashing, headlight system will be provided. The headlight flasher will be separately switched from the warning light panel. All emergency warning lights will meet the requirements of AC 150/5210-5 in the cab. LED lights will be used.

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3.9.8 <u>Radio circuit</u>. 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 preinstalled 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 <u>Primary power receptacles</u>. 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 <u>Auxiliary power receptacles</u>. 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 <u>Auxiliary generator</u>. A minimum <u>10</u> 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 <u>Electrical shoreline connection</u>. 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 of the hoseline. A four-way roller guide will be provided for the hose reel to prevent hose shafing 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 <u>Quality of Workmanship</u>. 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 <u>Recoverable Materials</u>. 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 <u>Green Procurement Program</u>. 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 or FAR 23.404(b): http://www.acquisition.gov/far/current/html/Subpart%2023\_4.html.

## 5. <u>PRODUCT CONFORMANCE PROVISIONS.</u>

5.1 <u>Classification of inspections</u>. The inspection requirements specified herein are classified as follows:

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- a. Performance inspection (see 5.2).
- b. Conformance inspection (see 5.3).
- 5.2 <u>Performance inspection</u>. 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 <u>Conformance inspection</u>. 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 <u>Product conformance</u>. 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 commerciality product complies with the referenced requirements and each conformance/performance characteristics of this PS.

# 5.6 <u>Inspection requirements</u>.

- 5.6.1 <u>General inspection requirements</u>. 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 <u>Test rejection criteria</u>. 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.
- 1. Overheating of the engine, transmission, or any other vehicle component.
- J. Evidence of corrosion.
- k. Failure of the fire fighting system and sub-systems.

# 5.6.3 <u>Detailed inspection requirements</u>.

5.6.3.1 <u>Examination of product</u>. 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

NFPA 414	Test		
paragraph			
Production Ve	ehicle Operational Tests (NFPA 414 - Section 6.4)		
(6.4.1)	Vehicle Testing, Side Slope		
(6.4.2)	Weight/ Weight Distribution		
(6.4.3)	Acceleration. <b>NOTE:</b> With the modification that the instrumentation must be a GPS-based electronic data collection system.		
(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)		
Prototype Vehicle Tests (NFPA 414- Section 6.3)			
(6.3.1)	Rated Water and Foam Tank Capacity Test		
(6.3.2)	Cornering Stability. NOTE: With the modification that the evasive maneuver I double-lane change test must be conducted at 35 mph (56 kph).		

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NFPA 414	Test
paragraph	
(6.3.3)	Vehicle Dimensions
(6.3.4)	Driver Vision Measurement
(6.3.5)	Pump and Roll on a 40 Percent Grade
(6.3.6)	Electrical Charging System
(6.3.7)	Radio Suppression
(6.3.8)	Gradability Test
(6.3.9)	Body and Chassis Flexibility Test
(6.3.10)	Service/Emergency Brake Test
(6.3.11)	Service/Emergency Brake Grade Holding Test
(6.3.12)	Steering Control Test
(6.3.13)	Vehicle Clearance Circle Test
(6.3.14)	Agent Pump(s)/Tank Vent Discharge Test
(6.3.15)	Water Tank Fill and Overflow Test
(6.3.16)	Flushing System Test
(6.3.17)	Primary Turret Flow Rate Test
(6.3.18)	Primary Turret Pattern Test
(6.3.19)	Primary Turret Control Force Measurement
(6.3.20)	Primary Turret Articulation Test
(6.3.21)	Handline Nozzle Flow Rate Test
(6.3.22)	Handline Nozzle Pattern Test
(6.3.23)	Ground Sweep/Bumper Turret Flow Rate Test
(6.3.24)	Ground Sweep/Bumper Turret Pattern Control Test
(6.3.25)	Undertruck Nozzle Test
(6.3.26)	Foam Concentration/Foam Quality Test
(6.3.27)	Warning Siren Test
(6.3.28)	Propellant Gas
(6.3.29)	Pressure Regulation
(6.3.30)	AFFF Premix Piping and Valves
(6.3.31)	Pressurized Agent Purging and Venting
(6.3.32)	Complementary Agent Handline Flow Rate and Range
(6.3.33)	Dry Chemical Turret Flow Rate and Range
(6.3.34)	Cab Interior Noise Test

## 6. <u>PACKAGING</u>.

- 6.1 Preservation, packing, and marking will be as specified in the Procurement Specification, contract or delivery order.
- 6.2 The vehicle must be delivered with full operational quantities of lubricants, brake and hydraulic fluids, and cooling system fluid all of which must be suitable for use in the temperature range expected at the airport.
- 6.3 The vehicle must be delivered with one complete load of firefighting agents and propellants. One complete load is defined as all of the agents and propellants necessary for the

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

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

## 7. TRAINING.

- 7.1 Upon delivery of the vehicle to the airport, the manufacturer must, at no additional cost, provide the services of a qualified technician for five consecutive days (or up to 8 days for an high reach extendable turret) for training. This is considered sufficient time for the purchaser to adjust shift work schedules to get maximum employee attendance to training sessions at some point during the training period. During this time sufficient repetitive learning opportunities must be provided by the manufacturer to allow various shifts to complete the training requirements.
- 7.2 The technician must provide thorough instruction in the use, operation, maintenance and testing of the vehicle. This setup must include operator training for the primary operators, which will give them sufficient knowledge to train other personnel in the functional use of all fire fighting and vehicle operating systems. Prior to leaving the vehicle, the technician should review the maintenance instructions with the purchaser's personnel to acquaint them with maintenance procedures as well as how to obtain support service for the vehicle.
- 7.3 Training must include written operating instructions, electronic trammg 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 <u>National Fire Protection Association (NFPA)</u>: 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 <u>Federal Aviation Administration (FAA)</u>: FAA ACs may be obtained from the FAA website: <a href="http://www.faa.gov/regulations-policies/advisory\_circulars/">http://www.faa.gov/regulations-policies/advisory\_circulars/</a></u>

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: <a href="http://www.faa.gov/about/office\_org/headquarters\_offices/ato/service\_units/techops/ate\_facilities/cm/cm\_documentation/">http://www.faa.gov/about/office\_org/headquarters\_offices/ato/service\_units/techops/ate\_facilities/cm/cm\_documentation/</a>

Print Class 4 Specification

# ATTACHMENT A - VENDOR CERTIFICATIONS

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	
1 Name of vendor who has a business relationship with local governmental entity.	
Check this box if you are filing an update to a previously filed questionnaire. (The law recompleted questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	s day after the date on which
3 Name of local government officer about whom the information is being disclosed.	
Name of Officer	
Complete subparts A and B for each employment or business relationship described. Attac CIQ as necessary.  A. Is the local government officer or a family member of the officer receiving or I	•
other than investment income, from the vendor?  Yes No	
B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable local governmental entity?	
Yes No	
Describe each employment or business relationship that the vendor named in Section 1 m other business entity with respect to which the local government officer serves as an ownership interest of one percent or more.	
Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(b) (2)(B), excluding gif	
7	
Signature of vendor doing business with the governmental entity	Date
Form provided by Texas Ethics Commission www.ethics.state.tx.us	Revised 11/30/2015

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# CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

<u>Local Government Code § 176.001(1-a)</u>: "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

# Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
  - (2) the vendor:
    - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
      - (i) a contract between the local governmental entity and vendor has been executed;
      - or
      - (ii) the local governmental entity is considering entering into a contract with the vendor:
    - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor.

#### Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
  - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
  - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
  - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
  - (1) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
    - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
  - (2) the date the vendor becomes aware:
    - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
    - (B) that the vendor has given one or more gifts described by Subsection (a); or
    - (C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

2/27/2017 1295 Information

## Implementation of House Bill 1295

#### Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted rules (Chapter 46) to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

#### Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the governing body or state agency receives the Form 1295. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

#### **Additional Information:**

HB 1295

Certificate of Interested Parties (Form 1295)\*\*

\*\*This is a sample form for illustration purposes only. DO NOT FILL OUT THIS SAMPLE FORM. Form 1295 MUST BE FILED ELECTRONICALLY! Paper copies and PDF copies of this sample form are not accepted!

Chapter 46, Ethics Commission Rules (new rule 46.4, regarding changes to contracts, is in effect as of January 1, 2017)

Last Revision: Janury 12,2017

CERTIFICATE OF INTI	ERESTED PARTIES		FORM 1295
Complete Nos. 1 - 4 and 6 if the Complete Nos. 1, 2, 3, 5, and	nere are interested parties. 3 if there are no interested parties.	C	DFFICE USE ONLY
Name of business entity filing form, entity's place of business.	and the city, state and country of the bus	iness	
Name of governmental entity or sta which the form is being filed.	te agency that is a party to the contract fo	or	
Provide the identification number u and provide a description of the se	sed by the governmental entity or state a vices, goods, or other property to be prov	gency to track o	r identify the contract, contract.
	City, State, Country	Nature of Int	erest (check applicable)
Name of Interested Party	(place of business)	Controlling	Intermediary
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	Ello Hal		
	5 6.		
	Mr. High		
	8.		
	11/1		
The state of the s			
Check only if there is NO Interested			
AFFIDAVIT	I swear, or affirm, under penalty of perju	ury, that the above of	disclosure is true and correct
	Signature of authorized	agent of contracting	g business entity
AFFIX NOTARY STAMP / SEAL ABOVE			
Sworn to and subscribed before me, by the of, 20, to ce	saidrtify which, witness my hand and seal of office.	, this	s the day
Signature of officer administering oath	Printed name of officer administering oat	n Title o	of officer administering oath
	D ADDITIONAL PAGES AS NECE	SSARY	

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

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