

**BID PACKAGE AND
CONTRACT DOCUMENTS**

**CONCORD-PADGETT REGIONAL AIRPORT
CONCORD, NORTH CAROLINA**

AIRCRAFT RESCUE AND FIRE FIGHTING TRUCK

C.R.A. PROJECT NO. 2384

October 12, 2018

**EQUIPMENT
BID PACKAGE**

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ADVERTISEMENT FOR BID

CONCORD-PADGETT REGIONAL AIRPORT CONCORD, NORTH CAROLINA

AIRCRAFT RESCUE AND FIRE FIGHTING TRUCK

C.R.A. PROJECT NO. 2384

SEALED BIDS for the Aircraft Rescue and Fire Fighting Truck (ARFF) and other incidental items will be received by the CITY OF CONCORD PURCHASING DEPARTMENT on behalf of City of Concord Aviation Department (hereinafter referred to as "CRA") to Ryan LeClear, Purchasing Manager, City of Concord (hereinafter "COC"), PO BOX 308, Concord, NC 28026-0308 not later than 10:00 A.M. Local Time on the October 30, 2018 at which time the Bids will be publicly opened and read aloud in Conference Room "C" Alfred M Brown Operations Center, 635 Alfred Brown Jr Court, Concord NC 28026.

THE PROJECT EQUIPMENT consists of manufacture and delivery of a Class 4 Aircraft Rescue and Fire Fighting Truck.

THE CONTRACT DOCUMENTS (Drawings, Specifications, Bid Forms, etc.) may be obtained at the following location: Purchasing Department, Alfred M Brown Operations Center, 635 Alfred Brown Jr Court, Concord NC 28026. Telephone #704-920-5447, Fax 704-785-8856 or online at <http://www.concordnc.gov/Departments/Finance/Purchasing/RFPs-and-Bids>. Copies of the Contract Documents may be obtained upon deposit of \$50.00 for each set, by company check made payable to City of Concord, No refunds will be given for returned sets. NC General Statutes including G.S. 143-129 will govern the RFP and award of contract.

BID GUARANTY. Each Sealed Bid shall be accompanied by an irrevocable Bank Letter of Credit, or a Bid Bond satisfactory to CRA with good corporate surety, in a sum not less than ten (10%) percent of the aggregate amount of the Bid, payable without condition to the CRA, to guarantee that if the Bidder's offer results in an Award, that the Bidder will furnish all required bonds, insurance certificate(s) and insurance policy(ies) within fourteen (14) Calendar Days after the Notice of Award is given, and enter into the Contract.

DBE POLICY. The CRA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of the Contract, or in the administration of its Disadvantaged Business Enterprise Program ("DBE Program") or the requirements of 49 CFR Part 26. CRA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of DOT-assisted contracts, the CRA's DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference. Implementation of this DBE program is a legal obligation and failure to carry out its terms shall be treated as a violation of any agreement executed with CRA. Upon notification to CRA of its failure to carry out its approved DBE Program, the DOT may

impose sanctions as provided for under Part 26 and may, in appropriate cases, refer this matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

DBE REQUIREMENTS. The CRA has established an overall program goal of zero percent (0%) percent. The contract goal of the work to be performed by a certified Disadvantaged Business Enterprise (DBE) for this project is zero (0%). The DBE participation percentages submitted will be a material representation upon which the CRA is relying in making an evaluation for award of this Contract.

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

Translation services are available upon request.

RIGHT TO REJECT ANY AND ALL BIDS. The CRA proposes to award the Contract to the lowest responsive and responsible Bidder, provided it has met the goals for DBE participation or, if failing to meet the goals, has made an acceptable good faith effort to meet the established goals for the DBE participation. Bidder is advised that CRA reserves the right to reject any and all Bids submitted, to waive any and all informalities, irregularities and/or technicalities in any Bid or Bid Guaranty, to accept any Bid deemed advantageous to it; and, to negotiate changes, deletions, or additions to these Contract Documents with the successful Bidder.

WORK BY BIDDER'S FORCES. BIDDERS' attention is directed to the requirement that a minimum of **FIFTY-ONE PERCENT** of the Work (51%) percent of the total aggregate dollar amount) covered under this Project shall be done by personnel directly in full-time employment status of the Bidder. This will remain a requirement throughout the life of the Contract.

Bids must be submitted on the standard form of Bid Proposal, and the successful BIDDER will be required to execute the Standard Form of Contract.

CONCORD REGIONAL
AIRPORT

BY: DIRK VANDERLEEST
Director of Aviation

GENERAL CONDITIONS

CONCORD-PADGETT REGIONAL AIRPORT CONCORD, NORTH CAROLINA

AIRCRAFT RESCUE AND FIRE FIGHTING TRUCK

C.R.A. PROJECT NO. 2384

SECTION 10 - DEFINITIONS OF TERMS

Whenever the following terms are used in the General Conditions, the Special Conditions, the Specifications, in any of the Contract Documents or other instruments or attachments pertaining to construction, the intent and meaning shall be interpreted as follows:

10.1 AASHTO. The American Association of State Highway and Transportation Officials, the successor association to AASHO.

10.2 ACCESS ROAD. The right of way, the roadway and all improvements constructed thereon connecting the airport to a public highway or roadway.

10.3 ACCIDENT OR OCCURRENCE. An unforeseen and unintended event or sudden happening, including any repeated exposure to conditions with result in injury to people or property damage.

10.4 ADVERTISEMENTS. A public announcement, as required by North Carolina law, inviting bids for work to be performed and materials to be furnished.

10.5 AIR OPERATIONS AREA. For the purpose of these Contract Documents, the term air operations shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering or aircraft. An Air Operation Area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxi, or apron.

10.6 AIRPORT. Airport means any and all property and improvements owned, leased or controlled by CRA, which shall mean the Concord-Padgett Regional Airport, Concord, North Carolina (KJQF).

10.7 ASTM. The American Society for Testing and Materials.

10.8 AWARD. The acceptance, by the Owner, COC, of the successful Bidder's proposal.

10.9 AWARDED CONTRACT. The Contract and Contract Documents as they exist on the first date of signing by COC and the Seller.

10.10 APRON. Apron means the portion of the Air Operators Area of the Airport that has been designated by the Authority for movement and parking of aircraft, but does not include Runways or Taxiways.

10.11 BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for work contemplated.

10.12 BANK LETTER OF CREDIT. The irrevocable letter of credit issued by a commercial bank acceptable to CRA, in a form acceptable to CRA in its sole discretion and drawable at a financial institution located in Concord, North Carolina, and having an expiration date not prior to 90 days following the Bid Opening Date. Bidder is encouraged to use a Disadvantaged Financial Institution with respect to its Letter of Credit.

10.13 BID. The written offer of the Bidder (when submitted on the attached Bid Form) to perform the Work and provide the necessary materials and Equipment in accordance with the Contract Documents.

10.14 BID GUARANTY. The security transferred with the Bid to guarantee that the Bidder will enter into a Contract with CRA if awarded the Contract.

10.15 BID PACKAGE. All the documents of any kind or nature furnished by CRA or available to the Bidders prior to the Opening of the Bids for this Project.

10.16 BUILDING AREA. An area of the Airport to be used, considered, or intended to be used for Airport buildings or other Airport facilities or rights-of-ways together with all Airport buildings and facilities located thereon.

10.17 CALENDAR DAY OR DAYS. Every day shown on the calendar.

10.18 CHANGE ORDER. A written order to the Seller covering changes in the Plans, Specifications, or proposal quantities and establishing the basis of payment and/or Contract Time adjustment, if any, for work affected by such changes. The work, covered by the Change Order, shall be within the scope of the contract.

10.19 CONTRACT DOCUMENTS. Contract Documents shall include the Bid Package, Bid, Contract Agreement (including all addenda and/or change orders), Performance Bond, Warranty Bond, Certificates of Insurance, Supplemental Agreements, General Conditions, Technical Specifications, Special Conditions, Plans, Drawings and Attachments.

10.20 CONTRACT ITEM (PAY ITEM). A specific unit of work for which a price is provided in the Contract or Proposal.

10.21 CONTRACT PRICE. The dollar amount Bid by the Seller, as the same may be adjusted pursuant to the provisions of the Contract Documents, for which sum Seller has agreed to provide Equipment and Services specified.

10.22 CONTRACT TIME. The number of Calendar Days or working days, as stated in the Bid, allowed for completion of the Contract Documents, including authorized time extensions. If a specific date of completion is stated in the Bid or Contract in lieu of a number of Calendar or working Days, the Contract shall be substantially completed by this date. Time limits as stated in the Contract Documents are the essence of the Contract.

10.23 CONTRACT WORK. That Work prescribed by the Contract Documents.

10.24 DRAINAGE SYSTEM. The system of pipes, ditches, and structures by which surface or subsurface water are collected and conducted from the Airport area.

10.25 ENGINEER. The department, partnership, firm or corporation under contract with CRA, to be responsible for Engineer supervision of the Contract Work and acting directly or through an authorized representative. The Engineer shall have the authority to reject any and all materials and equipment which do not conform to the Contract Documents. The Engineer shall be the interpreter of the Specifications and the judge of the Seller's performance under the Contract Documents, and shall decide other questions that may arise during the execution of the Project.

10.26 EQUIPMENT. All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus specified.

10.27 EXTRA WORK. Any item of Work not provided for in the Awarded Contract as modified by a Change Order or Supplemental Agreement, but which is found by the Engineer to be necessary to complete the Work within the limited scope of the Project.

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

10.29 FEDERAL SPECIFICATIONS. The Federal Specifications and Standards, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government. They may be obtained from the Specifications Activity, Printed Materials Supply Division, Building 197, Naval Weapons Plant, Washington, D.C. 20407.

10.30 FINAL ACCEPTANCE. Final Acceptance shall occur as specified in these Contract Documents and shall occur only when all of the Equipment has been fully and finally performed and delivered and installed as required by the Contract Documents, and have been inspected and so certified by the Fire Department.

10.31 INSPECTOR. An authorized representative of the Fire department assigned to make all necessary inspections and/or tests of the Work performed or being performed, or of the materials furnished or being furnished by the Seller. Inspector is not authorized to make changes in the Specifications.

10.32 INTENTION OF TERMS. Whenever used in the Contract Documents, the words “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” or words of the like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words “approved,” “acceptable,” “satisfactory,” or words of like import, shall mean approved by, accepted by, or satisfactory to the Engineer, subject in any case to the final determination of the CRA.

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

Words in the singular or plural, masculine or femininity, present, past, or future tense shall be read as to conform or to give effective meaning to the spirit or intent of the Contract Documents.

10.33 LABORATORY. The official testing laboratories of the Seller or other such laboratories as may be designated by the Engineer.

10.34 LIGHTING. A system of fixtures providing or controlling the light sources used on or near the airport to within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation or aircraft landing at, taking off from, or taxiing on the airport surface.

10.35 LIQUIDATED DAMAGES. As the parties recognize that the damages that CRA will suffer due to late delivery of the specified Equipment are difficult to calculate, the parties have agreed to liquidate the amount due to be paid by Seller to CRA in the event of delays caused by Seller. Therefore, the parties have agreed in the Contract Documents that Liquidated Damages will be assessed on a per diem basis in an amount set forth in these Contract Documents, and shall not be construed to be a penalty.

10.36 MAJOR AND MINOR CONTRACT ITEMS. A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 10% of the total amount of the Awarded Contract. All other items shall be considered minor contract items.

10.37 MATERIALS. Any substance or supplies specified for use in the construction of the Contract Work.

10.38 MOVEMENT/NON-MOVEMENT AREAS. Movement Areas are those areas covered by Air Traffic Control. Non-Movement Areas are those areas of the Airport Operations Area that are not covered by Air Traffic Control.

10.39 NOTICE OF AWARD. Written notice to the successful Bidder that its Bid has been accepted by CRA, subject to all of the terms and conditions and limitations of the Contract Documents.

10.40 NOTICE TO PROCEED. A Written Notice to the successful Bidder to begin the Work on the Contract. If applicable, the Notice to Proceed shall state the date on which the Contract Time begins.

10.41 OWNER. The Owner is the person or organization identified as such in the Contract. The Owner is City of Concord, which is also referred to as “COC.”

10.42 OR EQUAL. Whenever the words “or equal” appear in the Contract Documents, they shall be interpreted to mean an item of Material or Equipment equal in quality to that named in the Contract Documents and which is suited to the same use, and capable of performing the same function with at least equivalent efficiency, as that named. Inclusion of “or equal” Material or Equipment in the Seller’s Bid shall not obligate the CRA to accept such Material or Equipment if, in the Engineer’s sole opinion, it does not meet or exceed the requirements of the Contract Documents and purposes of the Specifications. It is not required that the Engineer prove that the alternate proposed by the Seller as being equal does not meet the Specifications, but the burden of proof of equal quality or service shall be the responsibility of the Seller. Any dispute as to equality shall be determined solely by the Engineer whose decision in such matters shall be final.

10.43 PAVEMENT. The combined surface course, base course, and subbase course, if any, considered as a single unit.

10.44 PERFORMANCE BOND. The approved form of security furnished by the Seller and the Surety as a guarantee that the Seller will complete the Work in accordance with the terms of the Contract Documents.

10.45 PLANS. The official drawings or exact reproductions approved by the Engineer, which show the location, character, dimensions, and details of the work to be done and which are to be considered part of the Contract Documents.

10.46 PROGRESS SCHEDULE. The Progress Schedule shall relate to the entire Project or as may be required by the Contract Documents. It shall be the document that describes the starting, interfacing, and completion of the various stages of construction and the starting and completion dates of each trade or subcontractor performing work on the Contract. The schedule will be in the form required by the Contract Documents.

10.47 PROJECT. The Project is the agreed Scope of Work for the completion of the Work to be performed as set forth in these Contract Documents.

10.48 RUNWAY. The area on the Airport prepared for landing and takeoff of the aircraft.

10.49 SAMPLES. The physical examples or specimens which illustrate materials, equipment or workmanship or provide specimens or establish standards by which the Work will be judged.

10.50 SELLER. The individual partnership, firm or corporation primarily liable for the acceptable performance of the Contract Work and who is responsible for the payment of all legal debts pertaining to the Work and/or the Equipment, and who acts directly or through lawful agents or employees to complete the Contract Work.

10.51 SHOP DRAWINGS. The drawings, diagrams, schedules or other data specially prepared for the Work by the Seller or any Subvendor, manufacturer, supplier or distributor to illustrate some portion of the Work.

10.52 SPECIFICATIONS. A part of the Contract Documents containing the written directions and requirements for completing the Contract Work. Standards for specifying materials or testing which are cited and incorporated in the Contract Specifications by reference, and shall have the same force and effect as if included in the Contract physically.

10.53 SECURED AREAS. The Seller may be assigned certain secured areas or given access to security or restricted areas, and which areas would otherwise not be accessible to the Seller, its employees, or its subcontractor or its employees.

10.54 STRUCTURES. Airport improvements including, but not limited to bridges; culverts; catch basins; inlets, retaining walls; cribbing; storm and sanctuary sewer lines; water lines; underdrains; electrical ducts; manholes; handholes; lighting fixtures and base; transformers; flexible and rigid pavements; navigational aids; buildings; vaults; and other man-made features of the airport that may be encountered in the work and not classified herein.

10.55 SUBVENDOR. A person or entity having a direct contract or agreement with the Seller, or another Subvendor to perform or supply any of the Work.

10.56 SUBGRADE. The soil which forms the pavement foundation.

10.57 SURETY. The corporation, partnership, or individual, other than the Seller, executing payment or performance bonds which have been furnished to the Owner by the Seller. Surety must be authorized to do business in North Carolina.

10.58 TAXIWAY. The term taxiway means the portion of the air operations areas of an airport that have been designated by competent airport authority for movement of aircraft to and from the airport's runways or aircraft parking areas.

10.59 UNIT PRICE. The price specified by the successful Bidder (Seller) in the Bid Schedule of the Bid Form for which each Work item will be performed or each material item will be furnished in order to complete the Project in accordance with the Contract Documents.

10.60 WARRANTY BOND. The approved form of security furnished by the Seller and the Surety as a guarantee that the Seller will furnish and complete any work required under the two year warranty provided in the Contract Documents.

10.61 WRITTEN NOTICE. All notices required by the Contract Documents shall be in writing and shall be sufficient, and shall be deemed delivered, if hand delivered, or sent by

certified mail, postage prepaid, by one party to the other, at such receiving party's principal place of business or the last business address known to the party giving notice.

10.62 WORK. The furnishing of all labor, Materials, tools, Equipment, and incidentals necessary to the Seller's performance of all duties and obligations imposed by the Contract Documents, including, without limitation, all of Seller's warranty obligations, express or implied.

10.63 WORKING DAY. A working day shall be any day other than a legal holiday, Saturday or Sunday on which the normal working forces of the Seller may proceed with the regular work for at least six hours toward the completion of the contract. Unless work is suspended for causes beyond the Seller's control, Saturdays, Sundays, and holidays on which the Seller's forces engage in regular work, requiring the presence of an inspector, will be considered working days.

END OF SECTION 10

GENERAL CONDITIONS

CONCORD-PADGETT REGIONAL AIRPORT CONCORD, NORTH CAROLINA

AIRCRAFT RESCUE AND FIRE FIGHTING TRUCK

C.R.A. PROJECT NO. 2384

SECTION 20 - BID REQUIREMENTS AND CONDITIONS

20.1 ADVERTISEMENT. CRA, or its authorized agent, shall publish the advertisement at such places and at such times as are required by law. The published advertisement shall state the time and place for submitting sealed Bids; a description of the proposed Equipment and Work; instructions to Bidders as to obtaining Bid forms, Plans, and Specifications, Bid guaranty be required; and CRA's right to reject any and all Bids.

20.2 PREQUALIFICATION OF BIDDERS. Each Bidder shall furnish to CRA satisfactory evidence of its competency to provide the proposed Equipment and to perform any related Work to complete the Project. Such evidence of competency, unless otherwise specified, shall consist of statements covering the Bidder's past experience on providing similar Equipment or products, current work load, a list of equipment that would be available for the Project, and a list of key personnel that would be available and their experience. In addition, each Bidder shall furnish CRA satisfactory evidence of its financial responsibility. The evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year or the Bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the Bidder shall further certify whether its financial responsibility is approximately the same as stated or report to reflect Bidder's true financial condition at the time such qualified statement or report is submitted to CRA.

Each Bidder shall submit "evidence of competency" and "evidence of financial responsibility" to CRA with its Bid. Failure to do so will result in the Bidder ineligibility to Bid or disqualification.

20.3 EXAMINATION OF SPECIFICATIONS. Each Bidder is expected to carefully examine the Contract Documents. Each Bidder shall satisfy itself as to the character, quality, and quantities of Equipment, Materials to be provided, and as to the requirements of the Contract Documents. If, as a result of any such examination, any Bidder concludes that the Materials and labor evidently necessary for proper completion of the Project are not included in the Contract Document, such Bidder shall report such deficiencies or omissions to the Engineer on a timely basis and Engineer shall, by addendum, make such corrections as are warranted. If a Bidder fails to make such report, and CRA is not otherwise advised of such doubtful matter, such Bidder shall be responsible for the costs of any Materials or labor reasonably necessary for proper completion of the Work as evidently intended by the Contract Documents if that Bidder is

awarded the Contract. Under no circumstances or conditions will such costs be allowed as an extra by CRA after Award of the Contract.

If, in the opinion of any interested Bidder, there is any doubt or ambiguity as to the meaning of any part of the Contract Documents, such Bidder shall submit such matter to the Engineer in writing, and deliver by e-mail not less than seventy two (72) Hours prior to the time scheduled for the opening of Bids (unless otherwise directed by the Engineer), in order that the necessary explanations or corrections may be made before date and time for opening of the Bids. Any such additions, changes, clarifications or corrections, if required, will be made in written addenda to all who have received these Contract Documents. Acknowledgement of receipt of each addendum shall be mandatory and CRA will not be responsible for any other instructions, interpretations or explanation.

Any information in addition to and not included in the Bid or Contract Documents, which have been made available by CRA are made available without warranty, express or implied, for the convenience of all Bidders. It is further understood and agreed that each Bidder is solely responsible for all assumptions, deductions, or conclusions which may make or obtain from its investigation of the information and other records or tests that are furnished as a convenience to the Bidder by CRA.

20.4 CONTENTS OF BID FORMS. CRA shall furnish Bidders with Bid Forms. All papers bound with or attached to the Bid Forms are necessary parts and must not be detached.

The Bid Documents submitted to CRA shall include: Completed Bid Form, Bidder's Experience and Qualifications Questionnaire, Disclosure of Lobbying Activities, Bid Guaranty

The Plans, Specifications, and other documents designated in the Bid form shall be considered a part of the Bid whether attached or not.

20.5 ISSUANCE OF BID FORMS. CRA reserves the right to refuse to issue a Bid Form to a prospective Bidder should the Bidder be ineligible for any of the following reasons:

- (a) Failure to comply with any prequalification regulations of CRA, if such regulations are cited, or otherwise included, in the Bid as a requirement for Bidding.
- (b) Failure to pay, or satisfactorily settle, all bills due for labor and materials on previous contracts in force (with CRA) at the time CRA issues the Bid Package to a prospective Bidder.
- (c) Bidder defaulted under previous contracts with CRA, or others, coming to CRA's attention.
- (d) Unsatisfactory work on previous contracts with CRA, or others, coming to CRA's attention.

20.6 PREPARATION OF PROPOSAL. The Bidder shall submit a Bid on the form furnished by CRA. All blank spaces in the Bid Forms must be correctly filled in where indicated for each and every item for which a quantity is given. The Bidder shall state the price (written in ink or typed) both in words and numerals for which Bidder proposes to do each Pay Item furnished in the Bid. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The Bidder shall sign its Bid correctly and in ink. If the Bid is made by an individual, the individual's name and post office address must be shown. If made by a partnership, the name and post office address of each individual partner of the partnership must be shown. If made by a corporation, the person signing the proposal shall be given the name of the state under the laws of which the corporation was chartered and the names, titles, and business address of the president, secretary, and the treasurer. If signed by an L.L.C., the managing member must sign. Anyone signing a proposal as an agent shall file evidence of his authority to do so and that the signature is binding upon the firm or corporation.

20.7 IRREGULAR BIDS. Bids shall be considered irregular for the following reasons:

- A. If the Bid is on a form other than that furnished by CRA, or if CRA's form is altered, or if any part of the Bid Form is detached.
- B. If there are any unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the Bid incomplete, indefinite, or otherwise ambiguous.
- C. If the Bid does not contain a Unit Price for each pay item listed in the Bid, (if this is a Unit Price Contract), except in the case of authorized alternate pay items, for which the Bidder is required to submit a price for each alternate separately.
- D. If the Bid contains unit prices that are obviously unbalanced (if Unit Prices are applicable).
- E. If the Bid is not accompanied by the Bid Guaranty specified on the Contract Documents.
- F. If the Bid does not acknowledge that the Bidder received all addendums.
- G. If the Bid does not list all Sub vendors whose work will consist of 5% or more of the Bid.
- H. If the Bid fails to conform to the delivery requirements.

CRA reserves the right to reject any irregular proposal and the right to waive informalities, technicalities or irregularities if such waiver is in best interest of CRA and conforms to state laws and ordinances pertaining to the letting of construction contracts.

20.8 BID GUARANTY. Each separate Bid shall be accompanied by a certified check, irrevocable Bank Letter of Credit or other specified acceptable collateral, in the amount of 10%

of the total amount of Bid. Such check, or other collateral, shall be made payable to CRA. Bid bonds must be signed or countersigned by a North Carolina authorized agent of the Surety. The Bid Guaranty shall be forfeited and surrendered to CRA as an agreed amount of Liquidated Damages in the event that the unsuccessful Bidder fails to enter into the Contract.

Each Bid that is submitted by a joint-venture Bidder shall be accompanied by an irrevocable Bank Letter of Credit, or a satisfactory Bid Bond which binds each party to the venture, jointly and severally. In addition, each such Bid shall be accompanied by the binding joint venture agreement for that joint-venture which shall be subject to review and approval by CRA.

20.9 DELIVERY OF BID. Each Bid submitted shall be placed in a sealed envelope plainly marked with the project number, location or Airport, and name and address of the Bidder on the outside. When sent by mail, preferably registered or certified, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No Bid will be considered unless received at the place specified in the advertisement before the time specified for opening all bids. Bids received after the Bid Opening time shall be returned to the Bidder unopened. The name and address of the bidder and the date and hour of the opening of bids must appear on the envelope in which the Proposal is submitted. Bidders will be required to comply with all applicable Statutes, relations and local ordinances, etc. and those attached to and Made part of the proposal. In accordance with State Law (G.S. 143.129), the Award will be made to the lowest responsible bidder taking in consideration Quality, performance and time specified in the proposal. Preference to a bidder will be given only in the event of a tie bids and preference will be given to a local vendor or an incumbent supplier. Prices should be quoted for each line as well as a price for the total award. The City reserves the right to take individual items from different vendors.

20.10 WITHDRAWAL OR REVISION OF BIDS. A Bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the Bidder's request for withdrawal is received by CRA in writing or by telegram, or by fax, or by e-mail before the time specified for opening bids. Revised Bids must be received at the place specified in the advertisement before the time specified for Bid Opening all bids.

20.11 PUBLIC OPENING OF BIDS. Bids shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend.

Bids that have been withdrawn (by written or telegraphed request) or received after the time specified for opening bids shall be returned to the Bidder unopened.

20.12 DISQUALIFICATION OF BIDDERS. A Bidder shall be considered disqualified for any of the following reasons:

- A. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- B. Evidence of collusion among Bidders. Bidders participating in such collisions shall be disqualified as Bidders for any further work by the CRA until any such participating Bidder has been reinstated by the CRA as a qualified Bidder.

- C. If the Bidder is considered to be in “ineligible” for any reason specified in the Subsection titled ISSUANCE OF BID FORMS of this Section.
- D. If the Bidder does not hold a valid certificate of responsibility and license as required by state law.

END OF SECTION 20

GENERAL CONDITIONS

CONCORD-PADGETT REGIONAL AIRPORT CONCORD, NORTH CAROLINA

AIRCRAFT RESCUE AND FIRE FIGHTING TRUCK

C.R.A. PROJECT NO. 2384

AWARD AND EXECUTION OF CONTRACT

30.1 CONSIDERATION OF BIDS. All Bids will be compared on the basis of the total Contract Price proposed by the Bidders, and, if appropriate, prices of authorized alternate items.

Until the award of the Contract is made, CRA reserves the right to reject a Bid for any of the following reasons, which are in addition to any of the reasons set forth in the Contract Documents:

- A. If the Bid is irregular as specified in the subsection titled IRREGULAR BIDS of Section 20.
- B. If the Bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 20.

In addition, until the award of a Contract is made, CRA reserves the right to reject any and all Bids, waive technicalities, irregularities or informalities, if such waiver is in the best interest of CRA and in conformance with applicable state and local laws or regulations pertaining to the procurement of equipment; advertise for new Bids; or proceed with the Work otherwise. All such actions shall promote CRA's best interests.

30.2 AWARD OF CONTRACT. It is anticipated that CRA will make and give the Notice of Award, if a Contract is to be awarded to the successful Bidder within thirty (30) Calendar Days after Bids are received. However, CRA reserves a period of ninety (90) Calendar Days after receipt of Bids during which time the award may be made and given.

CRA proposes to award the Contract to the lowest responsive and responsible Bidder, as determined by CRA, and in the best interest of CRA, in its sole discretion. Bidder shall be "responsive" if it has submitted a Bid which conforms in all material respects to the Invitation for Bids. Bidder must also show that it has met the goals for DBE participation or, if failing to meet the goals, has made acceptable good faith efforts to meet the established goals for DBE participation.

A Bidder shall be deemed "responsible" if it has the capability in all respects, including financial and experience, to perform fully the Contract requirements, and the integrity and reliability which will assure good faith performance.

30.3 CANCELLATION OF AWARD. CRA reserves the right to cancel the award without liability to the Bidder, except return of Bid Guaranty, at any time before the Contract Documents have been fully executed by all parties and are approved by CRA in accordance with subsection title APPROVAL OF CONTRACT in this Section.

30.4 RETURN OF BID GUARANTY. All Bid Guaranties, except those of the two lowest Bidders, will be returned immediately after CRA has made a comparison of Bids as hereinbefore specified in the Section titled CONSIDERATION OF BIDS of this Section. Bid Guaranties of the two lowest Bidders will be retained by CRA until such time as an award is made, at which time the unsuccessful Bidder's Guaranty will be returned. The successful Bidder's Guaranty will be returned as soon as CRA receives the Contract Bonds as specified in the Section titled REQUIREMENT OF CONTRACT BONDS in this Section.

30.5 REQUIREMENT OF CONTRACT BONDS. Within fourteen (14) Calendar Days of receipt of the Notice of Award, the successful Bidder shall furnish CRA a Performance Bond which have been fully executed by the Bidder and its Surety, guaranteeing the performance of the Contract as well as the performance of all warranty obligations which survive the Contract. The surety Bonds shall be on the forms furnished by CRA and attached hereto or in a form acceptable to CRA in its sole discretion. Unless otherwise specified in this Section, the surety Bonds shall each be in the sum equal to 100% of the Contract Price. The Bonds shall be from U.S. Treasury listed and approved Surety.

30.6 EXECUTION OF CONTRACT. The successful Bidder shall sign (execute) the necessary agreements for entering into the Contract and return such Contracts to CRA, along with the fully executed surety Bonds specified in the Section titled REQUIREMENT OF CONTRACT BONDS, within fourteen (14) Calendar Days from the date mailed or otherwise delivered to the successful Bidder. If the Contract is mailed, special handling is recommended. A minimum of three (3) copies of the complete Contract Documents shall be forwarded to the successful Bidder for execution.

30.7 APPROVAL OF CONTRACT. Upon delivery to CRA of the Contract and Bonds executed by the successful Bidder, CRA shall complete the execution, and return the fully executed Contract to the successful Bidder, which shall consist of CRA's approval to be bound by the successful Bidder's Bid and the terms of the Contract.

30.8 FAILURE TO EXECUTE CONTRACT. Failure of the successful Bidder to execute the Contract and furnish the required surety Bonds within the fourteen (14) Calendar Day period specified in the Subsection titled APPROVAL OF CONTRACT in this Section, shall be just cause for cancellation of the award and the forfeiture of the Bid Guaranty, not as penalty, but as liquidation of the damages incurred by CRA.

30.9 INSURANCE REQUIREMENT. Before the initiation of any Work under this Contract, the Seller, Subcontractor and/or any Sub vendors shall secure and maintain such insurance policies as will protect CRA, Engineer, the Seller, Subcontractors, and all other persons who may be similarly exposed by virtue of the Seller's performance of the within contract, from claims of bodily injuries, death, or property damage which may arise from

operations under this Contract whether such operations be by itself or by any Subcontractor or anyone employed by them directly or indirectly. Such policies shall provide for the payment of attorney's fees, and costs incurred as a result of such exposure to CRA.

Certificates of insurance shall be filed with CRA and shall be subject to CRA's approval as to adequacy of protection. Said certificates of insurance shall contain a 30 days' notice to CRA of any intended cancellation.

All policies under (b), (c), and (d) shall name CRA as additional insured.

END OF SECTION 30

GENERAL CONDITIONS

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SECTION 40 OF THE WORK

40.1 INTENT OF CONTRACT. The intent of the Contract Documents is to provide for the manufacture, completion, furnishing and installation, in every detail, of the Project Equipment. It is further intended that the Seller shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete, furnish and install the Project Equipment in accordance with the Contract Documents.

40.2 ALTERATION OF WORK, QUANTITIES AND TIME. CRA reserves and shall have the right, without invalidating the Contract, to make such alterations in the Work by ordering extra Work or by adding to or deducting from the Work, as may be necessary or desirable, in CRA's sole discretion, to complete the Work in an acceptable manner.

In such an event, the Contract Price (and where and if appropriate, the Contract Time) shall be adjusted accordingly and pursuant to provision of the Contract Documents, and all such alterations, and Work resulting therefrom, shall be accomplished in accordance with conditions and provisions of the Contract Documents, except that any claim by Seller for extensions of the Contract Time caused by such alterations shall be made, and such adjustment, if any, shall be given, at the time the CRA orders and approves such change or alteration.

In the event that a claim is made by the Seller for an extension of Contract Time due to the CRA's request for alteration of Work, the Seller shall submit a revised completion Schedule which clearly indicates how the alteration of Work alters the delivery date and installation time.

The Engineer shall have the authority to make minor alterations in the Work, or quantities associated therewith, if such change(s) do not involve extra Net Cost and are not inconsistent with the intended scope of the Project. Otherwise, no Extra Work or any alteration or change of quantities shall be undertaken or made by the Seller except pursuant to a written order from the Engineer stating that CRA

has authorized such Extra Work, alteration or change.

40.3 OMITTED ITEMS. The Engineer may, in CRA's best interest, omit from the Work any Contract Item, except Major Contract Items. Major Contract Items may be omitted by a Change Order. Such omission of Contract Items shall not invalidate any other Contract provision or requirement.

40.4 EXTRA WORK. Should acceptable completion of the Contract require the Seller to perform an item of Work for which no basis of payment has been provided in the original contract or previously issued Change Order, the same shall be called Extra Work. Extra Work that is within the general scope of the Contract shall be covered with the written Change Order in accordance with the requirements specified in the order, and shall contain any adjustment to the Contract time that, in the Engineer's opinion, is necessary for completion of Extra Work.

Any claim for payment of Extra Work that is not covered by written agreement (Change Order or Supplemental Agreement) shall be rejected by the CRA.

40.5 FINAL CLEANING UP. Upon completion of the Work and before Final Acceptance and Final Payment can be made, the Seller shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish or temporary structures at the site of installation of the Project Equipment.

END OF SECTION 40

GENERAL CONDITIONS

CONCORD-PADGETT REGIONAL AIRPORT CONCORD, NORTH CAROLINA

AIRCRAFT RESCUE AND FIRE FIGHTING TRUCK

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SECTION 50 - CONTROL OF WORK

50.1 AUTHORITY OF THE ENGINEER. In addition to the authority set forth in this Section, hereof, the Engineer shall decide any and all questions which may arise as to the quality and acceptability of the Equipment and Materials furnished, Work performed, and as to the manner of performance and quality of the Equipment and Materials. The Engineer shall decide all questions which may arise as to the interpretation of the Specifications or Plans relating to the Work, and the fulfillment of the Contract Documents on the part of the Seller. The Engineer shall have the right to approve or reject the amount and quality of the several kinds of Work to be performed and Equipment and Materials to be furnished which are to be paid for under the Contract Documents.

50.2 AUTHORITY AND DUTIES OF INSPECTORS. Inspectors employed by CRA shall be authorized to inspect all Work done and all Equipment and Materials furnished. Such inspection may extend to all or any part of the Work and to the preparation, fabrication, or manufacture of the Equipment and Materials to be used. Inspectors are not authorized to revoke, alter or waive any provision of the Contract Documents. Inspectors are not authorized to issue instructions contrary to the Plans and Specifications, authorize Change Orders or to act for the Seller.

Inspectors employed or designated by CRA shall be authorized to notify the Seller, or Seller's representative of any failure of the Work or Materials to conform to the requirements of the Contract Documents, and to reject such nonconforming Materials in question until such issues can be referred to the Engineer for a decision. Inspectors are not authorized to approve or issue instructions for Extra Work or execute Change Orders.

50.3 SECURED AREAS. The Seller may be given certain secured areas or such as may be created for the Seller's use. The Seller may also be given access to certain restricted or security areas. Such access shall be granted in writing by CRA. The Seller shall observe all rules and regulations pertaining to said areas. Violations of any and all rules and regulations and/or failure to properly lock, with all locks, said areas shall be grounds for a fine of up to \$500 per violation and repeated violations shall be cause to remove the Seller, its equipment, vehicles, and/or personnel from said areas and utilize other contractors of CRA's selection, with all costs so incurred chargeable to the Seller. Any fines assessed against CRA by the FAA or any other unit of government shall be assessed against the Seller, if the assessment of such fines shall be due to the act or omission of the Seller, its Subcontractors, suppliers or any of its or their

employees. Any fines provided for in this Section may, at CRA's sole discretion, be deducted from funds due or to become due to the Seller.

50.4 FINAL INSPECTION. Upon receipt of Written Notice from the Seller of presumptive completion of the Work, the Engineer, Seller, and CRA shall make an inspection. If all Equipment and Materials provided for and contemplated by the Contract Documents are found to be completed in accordance with the Contract Documents, such inspection shall constitute the Final Inspection. The Engineer shall notify the Seller in writing of Final Acceptance as of the date of the Final Inspection.

If, however, the inspection discloses any Work, in whole or in part, as being unsatisfactory, the Engineer will give the Seller the necessary instructions for correction of same, and the Seller shall immediately comply with and execute such instructions. Upon correction of the Work, another inspection will be made which shall constitute the Final Inspection, provided the Work has been satisfactorily completed. In such event, the Engineer will make the Final Acceptance as of the date of the Final Inspection.

Prior to the Seller requesting a Final Inspection, the Seller shall require all suppliers to deliver to the Seller tax certificates, operations manuals, warranties and guarantees and other similar documents. The Seller will submit all of these documents to the Engineer at the time of his request for Final Inspection. If installation or construction is included in this Contract, then Seller shall furnish an affidavit, in the form attached to these documents, to accompany Final Payment request, affirming that there are no outstanding liens on the Project and all claims for labor, Materials and supplies have been paid or satisfied, supported by such additional affidavits or evidence of payment as CRA may reasonably require, including the form attached to these documents from all Subvendors and Materialmen.

50.5 CLAIMS FOR ADJUSTMENT AND DISPUTES. If for any reason, the Seller deems that additional compensation is due for Work or materials not clearly provided for in the Contract Documents, Seller shall give Written Notice to the Engineer of its intention to claim such additional compensation **before** the Work begins on which the claim is based. Such Notice by the Seller and the fact that the Engineer has kept account of the cost of the Work shall not in any way be construed as proving or substantiating the validity of the claim or entitlement to additional compensation. When the Work on which the claim for additional compensation is based has been completed, the Seller shall, within ten (10) Calendar Days, submit the written claim to the Engineer who will present it to CRA for final determination within thirty (30) days of its receipt. If Seller does not provide the requisite Written Notice prior to performing the Work, Seller hereby acknowledges and agrees that it has waived any claim for additional compensation.

Nothing in this Section shall be construed as a waiver of the Seller's right to dispute Final Payment based on differences in measurements or computations.

END OF SECTION 50

GENERAL CONDITIONS

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SECTION 60 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

60.1 LAWS TO BE OBSERVED. The Seller shall keep fully informed of all Federal, State and local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed in the Work, including those regulations promulgated from time to time by CRA. Seller shall at all times observe and comply with all such laws, ordinances, regulations, orders and decrees and shall defend, protect, hold harmless and indemnify CRA and CRA's officers, agents, employees or servants from and against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Seller, its employees, agents, or Subcontractors' employees or agents, and such indemnification shall not require CRA to advance costs, attorneys' fees, consultants' fees or expenses of any kind. In the event that the Seller performs any Work, does any act, or omits any act, which the Seller knows or should have known to be contrary to, or necessary to comply with, such laws, ordinances, rules or regulations, unless directed to do so by the Engineer in writing, the Seller shall be solely liable for and shall bear all cost arising therefrom. Nothing shall be construed as permitting the Engineer to authorize any illegal act, or to waive any legal requirement.

60.2 PERMITS, LICENSES AND TAXES. The Seller shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due prosecution of the Work. If the Seller observes that the Contract Documents are at variance with the laws, or ordinances, rules and regulations, Seller shall promptly notify the Engineer in writing. If the Seller performs any Work, knowing it to be inconsistent with such laws, ordinances, rules and regulations, and without notice to the Engineer, Seller shall bear all costs therefore.

60.3 PATENTED DEVICES, MATERIALS, AND PROCESSES. If the Seller is required or desires to use any design, device, Material, or process covered by letters of patent or copyright, Seller shall provide for such use by suitable legal agreement with the patentee or owner. The Seller and its Surety shall defend, indemnify, and save harmless CRA, any third party, or political subdivision from any and all claims for infringement by reason or the use of any such patented design, device, Material or process, or any trademark or copyright, and shall indemnify CRA for any costs, expenses, attorneys' fees and damages which it may be obliged to pay by reason of an infringement at any time during the prosecution or after the completion of the Work.

60.4 SANITARY, HEALTH, AND SAFETY PROVISION. The Seller shall provide and maintain in a neat, sanitary condition, such accommodations for the use of its employees as may be necessary to comply with the requirements of the State and local boards of health, or of other bodies or tribunals having jurisdiction.

Attention is directed to Federal, State, and local laws, rules and regulations concerning direct safety and health standards. The Seller shall not require any worker to Work in surroundings which are unsanitary, hazardous, or dangerous to the worker's health and safety, and not in substantial compliance with such laws, rules, and regulations.

60.5 PUBLIC CONVENIENCE AND SAFETY. The Seller shall control its operations and those of its Subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

60.6 THIRD PARTY BENEFICIARY CLAUSE. No provision of any part of the Contract will be or is intended to create in the public or any member thereof a third party beneficiary status nor to authorize anyone not a party to the Contract the right to maintain any suit for personal injuries, property damage or other damages.

60.7 PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the Contract Documents or in exercising any power or authority granted to the Engineer by this Contract, there shall be no liability upon the Engineer, Engineer's authorized representatives, or any official of CRA either individually or as an official of CRA.

60.8 NO WAIVER OF LEGAL RIGHTS. Upon completion of the Work, CRA will expeditiously make Final Inspection and notify the Seller of Final Acceptance. Such Final Acceptance, however, shall not preclude or prohibit CRA from correcting any measurement, estimate, or certificate made before or after completion of the Work, nor shall CRA be precluded or prohibited from recovering from the Seller or, following a default of the Seller, or the Surety, such overpayment as may be sustained, or by any failure on the part of the Seller to fulfill its obligations under the Contract. A waiver on the part of CRA of any breach of any part of the Contract Documents shall not be held as a waiver of any other or subsequent breach.

The Seller, without prejudice to the terms of the Contract Documents, shall be liable to CRA for latent defects, fraud, or such gross mistakes that may not be apparent, or as regards CRA's rights under any warranty or guaranty.

60.9 ENVIRONMENTAL PROTECTION. The Seller shall comply with all Federal, State, and local laws and regulation controlling pollution of the environment, including, but not limited to, the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 – 1387) (the "Environmental Laws"). Seller shall take necessary precautions to prevent pollution of streams, lakes, ponds, and other reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter. Seller shall report any violation of the Environmental Laws to LFUCAB immediately upon discovery. CRA shall notify the Environmental Protection Agency and the FAA. Seller shall include this clause in all subcontracts that exceed \$150,000.

60.10 ARCHEOLOGICAL AND HISTORICAL FINDINGS. Unless otherwise specified in this subsection, the Seller is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of the Interior.

Should the Seller encounter, during its operations, any building, or part of a building, structure, or object which is incongruous with its surroundings, Seller shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Seller's findings and will direct the Seller to either resume operations or to suspend operations as directed.

If the Engineer orders the suspension of the Seller's operations in order to protect an archeological or historical finding, or orders the Seller to perform Extra Work, such shall be covered by an appropriate Contract Modification as provided in the subsection titled EXTRA WORK in Section 40.

60.11 ENERGY CONSERVATION REQUIREMENTS. Seller and any subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*)

60.12 PROCUREMENT OF RECOVERED MATERIALS. Seller and any 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 Seller 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:

(a) The Contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or

(b) The Seller 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/epawaste/conservation/tools/cpg/products/.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the Seller 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 Is only available at an unreasonable price.

END SECTION 60

GENERAL CONDITIONS

**CONCORD-PADGETT REGIONAL AIRPORT
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AIRCRAFT RESCUE AND FIRE FIGHTING TRUCK

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SECTION 70 - PROSECUTION AND PROGRESS

(Section 70 intentionally omitted)

END OF SECTION 70

GENERAL CONDITIONS

CONCORD-PADGETT REGIONAL AIRPORT CONCORD, NORTH CAROLINA

AIRCRAFT RESCUE AND FIRE FIGHTING TRUCK

C.R.A. PROJECT NO. 2384

SECTION 80 - PAYMENT

80.1 SCOPE OF PAYMENT. Conditional upon proper and timely performance of the terms of this Contract, the Seller shall receive and accept compensation provided for in the Contract Documents as full payment for furnishing all Materials, and for performing all Work and Equipment under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the Work or the prosecution thereof subject to the provisions of the Subsection titled NO WAIVER OF LEGAL RIGHTS of Section 70. Without limiting the generality of this Section, CRA shall not be liable for damages for delay, not caused in whole or in part by CRA, lost profits, or other causes not within CRA's control, or for any damage resulting for the act, failure to act, error or omission of any Seller, independent architect, independent engineer, consultant, advisor or other independent Seller, providing service, Materials or Equipment for the Project, or working on or about the Airport.

80.2 COMPENSATION FOR ALTERED QUANTITIES. When the accepted quantities of Work vary from the quantities in the Contract Documents, the Seller shall accept as payment in full, so far as the Contract items are concerned, the Contract Price for the accepted quantities of Work actually completed and accepted. No allowance, except as provided for in the Subsection titled ALTERATION OF WORK AND QUANTITIES of Section 40, will be made for any increased expense, loss or expected reimbursement, or loss of anticipated profits suffered or claimed by the Seller which results directly from such alterations or indirectly from its unbalanced allocation of overhead and profit, or from any other cause.

80.3 PAYMENT FOR OMITTED ITEMS. As specified in the Subsection OMITTED ITEMS from Section 40, the Engineer shall have the right to omit from the Work (order nonperformance) any Contract item, except major Contract items, in the best interests of CRA.

Should the Engineer omit or order nonperformance of a Contract item or portion of such item from the Work, the Seller shall accept payment in full at the Contract prices for any Work actually completed and acceptable prior to the Engineer's order to omit or nonperformer such Contract item.

Acceptable Materials ordered by the Seller or delivered to the Project site prior to the date of the Engineer's order will be paid for at the actual cost to the Seller and shall thereupon become property of CRA.

In addition to the reimbursement hereinbefore provided, the Seller shall be reimbursed for all actual costs incurred for the purpose of performing the omitted Contract item prior to the date of the Engineer's order. Such additional costs incurred by the Seller must be directly related to the deleted Contract item and shall be supported by certified statements by the Seller as to the nature and the amount of such costs.

80.4 PARTIAL PAYMENTS. Partial Progress Payments will be made thirty (30) business days after receipt of a timely properly completed, undisputed request for payment submitted to the Engineer. Each itemized Application for Payment shall be supported by each data as CRA or Engineer may require, and as will substantiate the Seller's right to payment.

80.5 LIEN RELEASE AND RETAINAGE. Each monthly partial payment request shall be accompanied by a fully executed Vendor Release of Liens and Claims for Progress Payment for each Vendor seeking payment for the month in question.

No progress payments will be made when the amount due the Seller since the last estimate amounts to less than five hundred (\$500) dollars.

From the total amount determined to be payable on a progress payment, there shall be withheld by CRA an amount equal to 10% of such total amount of any undisputed payment due as retainage until fifty percent (50%) of the construction Project has been completed in accordance with the Contract Documents. The balance (90%) of the amount payable, less all previous payments, shall be certified by the Engineer to CRA for payment. Such certification from the Engineer to CRA shall not be made later than ten (10) business days after the Engineer is in receipt of the Application for Payment. Upon receipt of the Certification by the Engineer, CRA shall make payment in accordance with the provisions of the agreement.

After fifty-one percent (51%) of the Project has been completed, retainage held shall not be more than five percent (5%) of the total contract amount. Within thirty (30) days after Substantial Completion, as defined in Section 50.16, CRA shall release the retainage less an amount equal to two hundred percent (200%) of the Engineer and CRA's reasonably estimated cost of the balance of any Seller's or sub-Vendor's contractually obligated, yet uncompleted, Work remaining. CRA, Seller and any Sub vendor with Work yet to be completed shall mutually agree with the schedule for completion of the Work. Final payment shall not be released until the Engineer has notified the Seller of Final Acceptance in accordance with Section 50.18 and the conditions of Section 90.11, Final Payment, are met.

No Progress Payments on quantities of Work in excess of those provided in the proposal or covered by approved Change Orders will be allowed, except when such excess quantities have been determined by the Engineer to be a part of the final quantity for the item of the Work in question.

No Progress Payment, nor Certificate of Progress Payment, nor any partial or entire use of the Project by CRA, shall constitute an acceptance of Equipment not in accordance with the Contract Documents. All progress payments are subject to correction at times of final payment

as provided in the Subsections titled FINAL ACCEPTANCE and FINAL PAYMENT of this Section.

80.6 PAYMENT FOR MATERIALS ON HAND. Partial payment may be made to the extent of the delivered cost of Materials to be incorporated in the Equipment, provided that such Materials meet the requirements of the Contract Documents and are delivered to acceptable sites on the Airport property or at other sites in the vicinity that are acceptable to CRA. Such delivered costs of stored Materials or Equipment may be included in the next partial payment after the following conditions are met:

(a) The Materials or Equipment have been stored in a manner so as to prevent deterioration, damage, or theft and are acceptable to the Engineer.

(b) The Seller has furnished the Engineer with acceptable evidence of the quality and quantity of such stored Materials or Equipment.

(c) The Seller has furnished the Engineer with bills of sale or other such evidence that the Material and transportation costs have been paid, and that CRA's right to establish title to such Materials or Equipment is free of any liens or encumbrances of any kind.

(d) The Seller has furnished CRA evidence that the Material or Equipment so stored is insured against loss or damage to or disappearance of such Materials or Equipment at any time prior to being incorporated into the Work.

The Seller warrants and guarantees that title to all Work, Materials, and Equipment covered by the Application for Payment, whether incorporated into the Project or not, will pass to CRA upon receipt of such payment by the Seller, free and clear of all liens, claims, security interests, and encumbrances. Further, no payment for such stored Materials or Equipment shall in any way relieve the Seller of its responsibility set forth in the Contract Documents.

In no case will the amount of partial payments for Materials or Equipment on hand exceed the Contract Price for such Materials or the Contract Price for the Contract item in which the Material is intended for use.

Once a payment has been made by CRA for stored Material or Equipment, no further payments shall be applied for or made to the Seller for moving the Material from the storage area to the place where it is to be finally installed or utilized.

80.7 FINAL ACCEPTANCE. When the Contract Work and Equipment has been accepted in accordance with the requirements of the Subsection titled FINAL INSPECTION of Section 50.18, the Engineer will prepare the final estimate of the items of Work actually performed. The Seller shall approve the Engineer's final estimate or advise the Engineer of its objections to the final estimate which are based on disputes in amounts to be paid under the Contract as amended by Change Order. The Seller and the Engineer shall resolve all disputes, if any, regarding payment within thirty (30) calendar days of the Seller's receipt of the Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Seller may approve the Engineer's estimate

under protest of the disputed items and shall be considered by CRA as a claim in accordance with the Subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 50. Warranties shall begin to run upon Final Acceptance by CRA.

After the Seller has approved, or approved under protest, the Engineer's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Seller less all previous payments and all amounts to be deducted under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Seller has filed a claim for additional compensation under the provisions of the Subsection titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 50 or under the provisions of this Subsection, such claims will be considered by CRA in accordance with the Contract and local laws and ordinances. Upon final adjunction of such claims, any additional payment determined to be due the Seller will be paid pursuant to a supplemental, final estimate.

80.8 FINAL DRAWINGS, WAIVERS, AND WARRANTIES. Prior to the submission of the Final payment Certification by the Engineer to CRA, the Engineer shall receive from the Seller the final as-built drawings (if any), operations and maintenance manuals, spare parts, final lien waivers, final payroll certifications and all warranties, guaranties, and similar documents. Failure to deliver said documents to the Engineer shall be grounds for the Engineer to withhold the Final Payment Certification, until such documents are delivered. As set in the Subsection entitled FINAL PAYMENT in this Section, all warranties shall begin to run from Final Acceptance.

All job records furnished by the Seller as above specified shall become the property of CRA.

80.9 FINAL PAYMENT. Upon receipt of Written Notice from the Engineer that FINAL INSPECTION of the Project Equipment has been made and that all Work has been found acceptable in accordance with the Contract Documents, Seller shall make application for final payment. Final payment shall be due within thirty (30) business days of said application, subject to the provisions herein contained. Final payment shall not be paid until the Seller submits an affidavit, in a form approved by CRA, to accompany the final payment application, affirming that there are not outstanding liens on the Project Equipment and all labor and Materials have been paid for, supported by such additional affidavits or evidence of payment as CRA may reasonably require. CRA may, at its option, withhold final payment until the Seller has provided CRA with a complete and unconditional release of all claims for the payment of labor, equipment or Material furnished to the Project, or receipts which evidence full payment of such claims, and Seller shall also furnish CRA an affidavit that to the Seller's best knowledge, information and belief, said releases or payments include all labor, equipment and Materials for which a lien could be filed. Notwithstanding the foregoing, the Seller and Surety shall continue to be liable for any such claims or liens, including, but not limited to, all guarantees and warranties, which may be asserted or which may be unsatisfied after all payments are made by CRA to the Seller.

The making of the final payment by CRA shall constitute a waiver of all claims by CRA, other than claims arising from faulty or defective Work which appears or becomes known to CRA after such final payment, and unsettled or unasserted claims against CRA or the Project, indemnification claims and/or warranty and guarantee claims. Likewise, acceptance of final payment by the Seller and any Sub vendors shall constitute a waiver of all claims by the Seller and any Sub vendors against CRA, and the Seller and all Sub vendors each hereby agree to indemnify and hold CRA harmless from and against any such unsettled or unasserted claim.

END OF SECTION 80

SPECIAL CONDITIONS

**CONCORD-PADGETT REGIONAL AIRPORT
CONCORD, NORTH CAROLINA**

AIRCRAFT RESCUE AND FIRE FIGHTING TRUCK

C.R.A. PROJECT NO. 2384

1. SCOPE OF WORK

See Procurement Specifications

2. CONTRACT TIME

The Contract Time shall be 365 Calendar Days from the Notice to Proceed. The Notice to Proceed shall state the date on which the Contractor Time shall begin to run.

The Contract Time includes the time required for any and all delivery of Equipment and Materials.

3. LIQUIDATED DAMAGES

In accordance with the General Conditions, Liquidated Damages will be assessed if the Seller fails to complete the Work and provide Equipment within the Contract Time. The Seller agrees that this sum is an agreed to amount, arrived at due to the difficulty in determining actual costs to CRA for Seller's delay, and not as a penalty. The agreed amount of Liquidated Damages is \$500.00 per Calendar Day.

4. WARRANTIES

See Procurement Specification

5. INSURANCE

General Liability Limits - \$1,000,000 per Occurrence / \$2,000,000 Aggregate.

Automobile Liability Limits - \$1,000,000.

Worker's Compensation Limits \$500,000/\$500,000/\$500,000.

Umbrella Limits (no less) - \$10,000,000.

The City of Concord a.k.a Concord Regional Airport shall be named as an Additional Insured on the successful bidders liability policies for the duration of the construction process.

PROCUREMENT SPECIFICATION

CONCORD-PADGETT REGIONAL AIRPORT CONCORD, NORTH CAROLINA

AIRCRAFT RESCUE AND FIRE FIGHTING TRUCK

C.R.A. PROJECT NO. 2384

CLASS 4 AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) VEHICLE

1. SCOPE. This Procurement Specification (PS) covers a commercially produced diesel engine driven ARFF vehicle for Concord Regional Airport (CRA), an Index C airport. It includes a 1500 gallon water/Aqueous Film Forming Foam (AFFF) fire suppression system with 450 lbs. potassium-based dry chemical.

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

2. CLASSIFICATION. The ARFF vehicle(s) covered by this PS are classified in accordance with Part 139, Certification and Operations: Land Airports Serving Certain Air Carriers, Section 315, Aircraft Rescue and Firefighting: Index Determination; Section 317, Aircraft Rescue and Firefighting: Equipment and Agents; and Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5220-10, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles, Vehicle Class 4 with a minimum rated capacity of 1500 gallons of water/AFFF solution.

3. VEHICLE CONFORMANCE/PERFORMANCE CHARACTERISTICS. The ARFF vehicle will be in accordance with the applicable requirements of National Fire Protection Association (NFPA) 414, Standard for Aircraft Rescue and Fire Fighting Vehicles (2007 Edition), and AC 150/5220-10, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles. The manufacturer will allow the addition of other options, at the buyer's expense, after bid acceptance.

3.1 General Administration Requirements.

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

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

a. The contractor will provide digitized manuals in thumb drive format when requested in addition to or in place of printed paper copies.

b. The contractor will provide two complete sets of hardcopy manuals and / or TDs when requested.

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

A. The location and function of all controls and instruments will be illustrated and functionally described.

B. Safety information that is consistent with the safety standards established by the, occupational Safety and Health Administration (OSHA) and NFPA.

C. All operational and inspection checks and adjustments in preparation for placing the vehicle into service upon receipt from the manufacturer.

D. Tie down procedures for transport on a low-boy trailer.

E. Warranty information and the period of the warranty coverage for the complete vehicle and for any component warranty that exceeds the warranty of the complete vehicle. Addresses and telephone numbers will be provided for all warranty providers.

F. General description and necessary step-by-step instructions for the operation of the vehicle and its fire extinguishing system(s) and auxiliary equipment.

G. A description of the post-operational procedures (draining, flushing, re-servicing, et, cetera).

H. Daily maintenance inspection checklists that the operator is expected to perform including basic troubleshooting procedures.

I. Disabled vehicle towing procedures.

J. Procedures and equipment required for changing a tire.

K. Schedules (hours, miles, time periods) for required preventative maintenance and, required periodic maintenance.

L. Line art drawing of the vehicle, including panoramic views (front, rear, left, and right sides) showing basic dimensions and weights (total vehicle and individual axle weight for the unloaded and fully loaded vehicle). For the purposes of this AC, "unloaded" is defined as a lack of agent, occupants and compartment load, and "loaded" is defined as including agent, occupants and compartment load.

3.1.1.1.2 Service manual. The service manual will identify all special tools and test equipment required to perform servicing, inspection, and testing. The manual will cover troubleshooting and maintenance as well as minor and major repair procedures. The text will contain performance specifications, tolerances, and fluid capacities; current, voltage, and resistance data; test procedures; and illustrations and exploded views as may be required to permit proper maintenance by qualified

vehicle mechanics. The manual will contain an alphabetical subject index as well as a table of contents.

The service manual will contain at least the following, where applicable:

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

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

3.1.2 Painting, plating, and corrosion control.

3.1.2.1 Finish. Exterior surfaces will be prepared, primed, and painted in accordance with all of the paint manufacturer's instructions and recommendations. Vehicles will be painted and marked in accordance with AC 150/5210-5, Painting, Marking, and Lighting of Vehicles Used on an Airport. The interior finish of all compartments will be based on the manufacturer's standard production practice. This may include painting, texturing, coating or machine swirling as determined by the manufacturer. All bright metal and anodized parts, such as mirrors, horns, light bezels, tread plates, and roll-up compartment doors, will be painted. All other surfaces capable of being painted must be in the appropriate yellow-green color. Frame rails to be painted black.

3.1.2.2 Dissimilar metals. Dissimilar metals, as defined in MIL-STD-889, Dissimilar Metals, will not be in contact with each other. Metal plating or metal spraying of dissimilar base metals to provide electromotively compatible abutting surfaces is acceptable. The use of dissimilar metals separated by suitable insulating material is permitted, except in systems where bridging of insulation materials by an electrically conductive fluid can occur.

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

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

3.1.2.5 Lettering. The manufacturer will apply the airport's 'Name' (Concord-Padgett Regional Airport), Vehicle Identification (B-4), and 'Insignia' (to be provided) in a silver & black to match current fleet 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 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 Vehicle identification plate. A permanently marked identification plate will be securely mounted at the driver's compartment. The identification plate will contain the following information:

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

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

3.1.4 Environmental conditions.

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

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

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

3.1.6 Vehicle Mobility.

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

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

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

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

3.2 Weights and dimensions.

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

Vehicle Capacity/Dimensions 1500 Gallon

Length (inches/cm)	433/1100
Width (inches/cm, excluding mirrors)	124/315
Height (inches/cm)	143/364

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

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

3.2.3.1 Mirrors. Combination flat and convex outside rearview mirrors will be installed on each side of the cab. The flat mirrors will be of the motorized remote control type, providing not less than 60° horizontal rotational viewing range. The flat mirrors will also have electrically heated heads. Mirror remote and heating controls will be located on the instrument panel within reach of the seated driver. To provide the driver a clear view of the area ahead of the vehicle and to eliminate potential blind spots, a rectangular mirror will be installed on the lower corner of each side of the windshield, having a minimum area of 35 square inches. The vehicle will have a back-up (rear-view) camera with a display monitor mounted above the driver in the cab. Cameras and monitors that are designed to replace the function of the side-view mirrors are not an approved option in this specification. The backup camera will have a view with the same perspective as a rear view mirror.

3.3 Chassis and vehicle components.

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3.9 Tires and wheels. Tires and wheels will be in accordance with NFPA 414. The vehicle will be equipped with single tires and wheels at all wheel positions. The vehicle will be equipped with tubeless steel belted radial tires with non-directional on/off-road type tread mounted on disc wheel assemblies. Tire and wheel assemblies will be identical at all positions painted black. Tires and wheels will be certified by the manufacturer for not less than 25 miles of continuous operation at 60 mph at the normal operational inflation pressure. A spare tire and wheel assembly will be provided; however, the spare tire and wheel assembly are not required to be mounted on the vehicle. Tires will be new. Retreads, recaps, or re-grooved tires will not be permitted.

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

3.3.11 Brake system. The vehicle will be equipped with a multi-channel all-wheel antilock brake system with at least one channel for each axle. The brakes will be automatic, self-adjusting and fully air-actuated. Brakes will be in accordance with CFR 49 CFR 393.40 through 393.42(b)), 393.43, and 393.43 through 393.52. The braking system, complete with all necessary components will include drum brakes with no CTI.

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

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

3.3.11.1 Air dryer. A replaceable cartridge desiccant air dryer will be installed in the air brake system. The dryer will have the capability of removing not less than 95 percent of the moisture in the air being dried. The dryer will have a filter to screen out oil and solid contaminants. The dryer will have an automatic self-cleaning cycle and a thermostatically controlled heater to prevent icing of the purge valve. Location to be on rear of truck with shore line.

3.3.11.2 Compressed air shoreline or vehicle-mounted auxiliary air compressor. A flush mounted, check valved, auto-eject compressed air shoreline connection will be provided to maintain brake system pressure while the vehicle is not running. The shoreline will be flush mounted (not to extend outside the body line), located on the exterior of the vehicle, either on the left side rear corner of the cab, or at the rear of the vehicle. In lieu of a compressed air shoreline connection, the vehicle may be equipped with a 110 volt shoreline connected vehicle-mounted auxiliary air compressor. In lieu of a compressed air shoreline connection, the vehicle may be equipped with an electrical shoreline connected vehicle mounted auxiliary air compressor.

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

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

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

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

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

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

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

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

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

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

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

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

3.4.7 Seats. The driver seat will be adjustable forward and back 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. An SCBA seat, on the other hand, contains an opening which can accommodate someone wearing an SCBA. SCBA seats and seat brackets will be compatible with MSA G-1 with 4500 psi, 45 minute cylinders. The chart below represents the user’s stated preference for the vehicle seating configuration.

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

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

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

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

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

3.5 Body, compartments, and equipment mounting.

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

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

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

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

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

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

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

3.5.3 SCBA storage tubes. Tubes for storage of four SCBA bottles will be provided. Two will be installed on each side of the vehicle. The tubes will be of sufficient size to accommodate the MSA 4500 psi, one-hour, SCBA cylinders.

3.5.4 Ladder, handrails, and walkways. Ladder, stepping, standing, and walking surfaces will be in

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

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

3.6 Agent system.

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

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

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

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

3.6.1.4 Overheat protection. The agent system will be equipped with an overheat protection system in accordance with NFPA 414. Overheat protection is not required on vehicles utilizing a pre-mixed pressurized foam system

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

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

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

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

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

3.6.2.3 Water tank overflow system and venting. The water tank will incorporate a venting system to relieve pressure on the tank during fill and discharge operations at maximum flow rates. It will have an

overflow system to relieve excess fluid in the event of tank overflow. Drainage from the vent and overflow system will not flow over body panels or other vehicle components and will not be in the track of any of the tires. Tank vent hoses will be of the non-collapsible type.

3.6.2.4 Water tank top fill opening. A top fill opening of not less than 8 inches internal diameter with a readily removable 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 1/2-inch fill hose.

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

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

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

3.6.3.1.1 Foam tank construction. The foam tank will be constructed of polypropylene construction. All materials used will be capable of storing foam concentrate.

3.6.3.1.2 Foam tank drain. The foam tank will incorporate a drain and drain valve. The valve will be on the left side of the vehicle and controlled by a crew member standing on the ground. The drain line will have a minimum 1 1/2-inch I.D. The foam tank drain outlet will be located so that the contents of the tank can be drained into 5-gallon cans and 55-gallon drums.

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

3.6.3.2 Foam tank fill connections. The foam tank will incorporate a 1.5-inch National Hose thread female hose connection on both 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 1/4-inch mesh strainers. All components in the foam tank fill system will be constructed of materials that resist all forms of deterioration that could be caused by the foam concentrate or water.

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

Tank vent hoses will be of the non-collapsible type.

3.6.3.3 Foam transfer pump. A foam transfer pump will be provided and mounted in a compartment on the vehicle. The pump will be capable of transferring and drawing foam liquid concentrate at adjustable flow rates up to 25 gallons per minute (GPM) directly through the pump and loading connection (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 length of hose with appropriate connections will be provided for filling the foam tank from an external foam storage container.

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

3.6.3.5 Foam concentrate piping. All metallic surfaces of the piping and associated components that come into contact with the foam concentrate will be of brass, bronze, or passivated stainless steel. The foam concentrate piping will be in accordance with NFPA 414.

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

3.6.5 Primary vehicle turret. The vehicle will be equipped with a standard roof mounted turret, and high flow bumper mounted turret to serve as the primary sources 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 and LED light will be power operated; power controls will be positioned for use by the driver and the crew member seated to the right of the driver. The type of nozzle or turret drain will be per the manufacturer's recommendation.

3.6.6 Bumper turret. The vehicle will be equipped with a joystick controlled, constant flow, non-air-aspirating, variable stream type: low angle high volume dual rate (minimum 375/750 GPM) bumper turret. The bumper turret will be capable of discharging at a minimum flow rate of foam or water as specified by the user, with a pattern infinitely variable from straight stream to fully disperse. The bumper turret and LED light will be capable of automatic oscillation, with the range of oscillation adjustable up to 90° each side of center (left and right) with vertical travel capabilities of +45°/20° meeting section 4.20.2 in NFPA 414.

3.6.7 Pre-connected handline(s). Two (2), 200 foot, 1 3/4-inch pre-connected woven jacket handlines, with a 1 1/2-inch control valve and a pistol grip nozzle, will be accessible from each side of the vehicle. A safety system will be provided to prevent charging of the hose until the hose has been fully deployed. The handline(s) and nozzle(s) will be in accordance with NFPA 414, and will allow for a minimum of 95 gpm at 100 psi nozzle pressure. A control for charging each handline will be provided for operation by both the driver and the turret operator. All connections will be National Hose Thread.

3.6.7.1 In addition, the vehicle will be equipped with the following handline: 150 feet of 1-inch dry chemical hose on a reel. Airline reel (200ft) on the Passenger side; Power cord reel (200ft) on Drivers side.

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

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

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

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

- a. A priming pump and control (for drafting using the large intake connection).
- b. Water tank isolation valve.
- c. Discharge connections. Two 2 1/2-inch discharge connections with male National Hose threads will be provided. One 2 1/2-inch discharge will be provided on each side of the vehicle. Each connection will be equipped with a cap, a quarter-turn control valve, a bleeder valve, and a pressure gauge. Each connection will be rated at 250-gpm minimum.
- d. Intake connections. The vehicle will be equipped with one valved 5-inch intake connection on the left side. The vehicle will be equipped with one valved 2 1/2-inch intake connection on the left side adjacent to the 5-inch intake connection with both having either a 30° or 45° turn-down fitting. The 5-inch intake connection will have a Storz connection, a quarter-turn control valve, a bleeder valve, a strainer, and a cap. The 2 1/2-inch intake connection will have rocker lug female National Hose threads, a quarter-turn control valve, a bleeder valve, a strainer, and a plug. The vehicle will be capable of filling its water tank by pumping from a draft, a hydrant, or a nurse truck through either of the intake connections without the use of a hose from a discharge connection to a tank fill connection.

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

3.7 Dry chemical agent system. The vehicle will be equipped with a 450 lb minimum capacity potassium bicarbonate dry chemical auxiliary agent system. The propellant gas cylinder will be replaceable within fifteen minutes by two crew members standing on the ground and be equipped with a cylinder replacement hoisting system. The propellant gas cylinder will be compressed dry air. QDF6/QDM6 fill connections and valves will be used. 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 Dry chemical hose reel. A hose reel, equipped with at least 150 feet of dry chemical hose, will be mounted in a compartment. Handline agent and purge controls will be mounted in or adjacent to the compartment. All electrical components will be sealed against entry of water. The hose reel will have both electric and manual rewind provisions. The manual rewind handle will be bracket mounted and stored in the compartment. A quick acting control will be provided to activate the handline from the cab of the vehicle

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

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

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

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

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

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

3.9.5 Work lighting.

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

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

3.9.5.3 Ladder, step, walkway, and area lights. Non-glare red 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. The lights will illuminate the area covered by the turret. Both lights will be controlled from switches in the cab. LED lights will be used.

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

3.9.5.6 Scene Lights. A total of six high mounted floodlights will be provided to illuminate the work areas around the vehicle. Two lights will be mounted on the front and two will be mounted on each side of the vehicle. The lights will be powered by the vehicle alternator driven system, and the lights in the front will be controlled from switches in the cab so they are usable while driving. LED lights will be used. The lumen rating for each light used shall be included in the bid.

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," and "Wail" modes, and a magnetic noise canceling microphone. The amplifier, microphone, and controls will be within reach of the driver and the turret operator. Siren activating foot switches will be located in front of the driver and the turret operator. The siren speaker will be rated at 100 watts minimum and will be located in a guarded position as low and as far forward on the vehicle as practical.

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

3.9.7 Emergency warning lights. All emergency warning lights must meet the requirements of AC 150/5210-5. Where applicable, LED lights will be used as the primary light type. Lighting units will be installed on the top front, sides, and rear of the vehicle to provide 360° visibility. A switch will be provided on the instrument panel to control all of the top, side, front and rear emergency warning lights. A switch will also be provided on the instrument panel to disable all lower emergency warning lights when desired. All lighting systems will meet NFPA 414 emergency lighting criteria.

3.9.7.1 Emergency warning light color. All emergency warning lights will meet the requirements of AC 150/5210-5. Emergency warning lights will be red/white in accordance with AC 150/5210-5.

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

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

3.9.9 Power receptacles.

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

3.9.9.2 Auxiliary power receptacles. The vehicle will have 2-12-volt auxiliary power receptacles mounted adjacent to the driver and crew member positions, preferably in the instrument panel. 4 USB Charging receptacles.

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 reel will be mounted at the top of a compartment to utilize compartment space efficiently. 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 straight blade receptacles, will be provided for on the cable end. The cable reel will be powered by the auxiliary generator.

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

3.10 Line voltage electrical system.

3.10.1 Electrical shoreline connection. The battery charger/conditioner will be powered from covered, polarized, insulated, labeled, recessed (flush mounted), male, 110 volt AC auto-eject receptacles. The connection will be located on the exterior of the vehicle on the left side of the cab. A weatherproof charge meter will be installed next to the receptacles. 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. The reel will be mounted at the top of a compartment to utilize compartment space efficiently. A 3/8 inch National Pipe Taper (NPT) fitting and female D series 1/4" fnt industrial interchange style quick disconnect will be connected to the end of the hoseline. A four-way roller guide will be provided for the hose reel to prevent hose chafing and kinking. The hoseline will be equipped with a rubber ball stop to prevent hose pull through on roller guides during rewinding operations. The hose reel will have an electric rewind motor and provisions for manual rewind in the event of motor failure; the manual rewind handle will be securely stored near the hose reel. A pressure protected air supply from the chassis air system will be connected to the hose reel. The air supply lines will be routed with minimum bends and located or guarded from damage from the carried equipment.

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

4. REGULATORY REQUIREMENTS.

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

4.2 Green Procurement Program. Green Procurement Program (GPP) is a mandatory federal acquisition program that focuses on the purchase and use of environmentally preferable products and services. GPP requirements apply to all acquisitions using appropriated funds, including services and new requirements. FAR 23.404(b) applies and states the GPP requires 100% of EPA designated product purchase that are included in the Comprehensive Procurement Guidelines list that contains recovered materials, unless the item cannot be acquired:

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

The prime contractor is responsible for ensuring that all subcontractors comply with this requirement. Information on the GPP can be found at: http://www.dot.gov/ost/m60/DOT_policy_letters/apl8_04.pdf or FAR 23.404(b): <http://www.acquisition.gov/far/current/html/Subpart%2023.4.html>.

5. PRODUCT CONFORMANCE PROVISIONS.

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

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

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

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

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

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

5.6 Inspection requirements.

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

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

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

- i. Overheating of the engine, transmission, or any other vehicle component.
- j. Evidence of corrosion.
- k. Failure of the firefighting system and sub-systems.

5.6.3 Detailed inspection requirements.

5.6.3.1 Examination of product. All component	<i>Test</i>
Production Vehicle Operational Tests (NFPA 414 - Section 6.4)	
(6.4.1)	Vehicle Testing, Side Slope
(6.4.2)	Weight / Weight Distribution
(6.4.3)	Acceleration. NOTE: <i>With the modification that the instrumentation must be a GPS-based electronic data collection system.</i>
(6.4.4)	Top Speed
(6.4.5)	Brake Operational Test
(6.4.6)	Air System / Air Compressor Test
(6.4.7)	Agent Discharge Pumping Test
(6.4.8)	Dual Pumping System Test (As Applicable)
(6.4.9)	Pump and Maneuver Test
(6.4.10)	Hydrostatic Pressure Test
(6.4.11)	Foam Concentration Test
(6.4.12)	Primary Turret Flow Rate Test
(6.4.13)	Piercing/Penetration Nozzle Testing (As Applicable)
Prototype Vehicle Tests (NFPA 414 – Section 6.3)	
(6.3.1)	Rated Water and Foam Tank Capacity Test
(6.3.2)	Cornering Stability. NOTE: <i>With the modification that the evasive maneuver / double-lane change test must be conducted at 35 mph (56 kph).</i>
(6.3.3)	Vehicle Dimensions

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

6. PACKAGING.

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

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

6.3 The vehicle must be delivered with one complete load of firefighting agents and propellants. One complete load is defined as all of the agents and propellants necessary for the vehicle to be fully operational. One load would include, at a minimum: one fill of a foam tank; one fill of a dry chemical tank; and one spare nitrogen cylinder for a dry chemical system. 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 Blue Grass 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 for training. This is considered sufficient time for the purchaser to adjust shift work schedules to get maximum employee attendance to training sessions at some point during the training period. During this time sufficient repetitive learning opportunities must be provided by the manufacturer to allow various shifts to complete the training requirements.

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

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

8. REFERENCED DOCUMENTS.

8.1 Source of documents.

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

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

Section 139.315 Aircraft Rescue and Firefighting: Index Determination.

Section 139.317 Aircraft Rescue and Firefighting: Equipment and Agents.

Section 139.319 Aircraft Rescue and Firefighting: Operational Requirements.

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

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

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

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

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

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

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

8.1.4 Federal Aviation Administration (FAA): FAA ACs may be obtained from the FAA website: http://www.faa.gov/regulations_policies/advisory_circulars/

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

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

FAA Orders, Specifications, and Drawings may be obtained from: Federal Aviation Administration, ATO-W CM-NAS Documentation, Control Center, 800 Independence Avenue, SW, Washington, DC 20591. Telephone: (202) 548-5256, FAX: (202) 548-5501 and website:

http://www.faa.gov/about/office_org/headquarters_offices/ato/service_units/techops/atc_facilities/cm/cm_documentation/

INVITATION TO BID

CONCORD-PADGETT REGIONAL AIRPORT CONCORD, NORTH CAROLINA

AIRCRAFT RESCUE AND FIRE FIGHTING TRUCK

C.R.A. PROJECT NO. 2384

Sealed Bids shall be received on or before at the City of Concord, in Conference room C, Alfred M. Brown Operations Center, 635 Alfred Brown Jr Court, Concord NC 28026. until and not later than 10:00 a.m. local time on October 30, 2018. Immediately following such deadline, all Bids will be publicly opened and read at the Conference Room C for the following project:

AIRCRAFT RESCUE AND FIRE FIGHTING EQUIPMENT
(hereinafter "the Project")

The Project shall consist of manufacture and delivery of a Class 4 Aircraft Rescue and Fire Fighting Equipment.

Contract Documents, including Plans and Specifications, may be obtained at Alfred M. Brown Operations Center, purchasing department from Ryan LeClear.

Each sealed Bid shall be accompanied by an irrevocable Bank Letter of Credit, or satisfactory Bid Bond (attachment #4) with good corporate surety, in a sum not less than ten percent (10%) of the aggregate amount of the Bid, payable without condition to CRA, to guarantee that if Bidder's offer results in an Award, the Bidder will furnish all required bonds, insurance certificate(s) and insurance policy(ies) within ten Calendar Days after the date Notice of Award is given, and enter into the Contract within thirty (30) days after Notice of Award is given.

The proposed Contract is under and subject to Executive Order 11246 of 24 September 1965 and its subsequent revisions. Bidders will be required to comply with the Affirmative Action Plan for Equal Employment Opportunity prescribed by the Office of Federal Contract Compliance (OFCC), United States Department of Labor in Chapter 60, Regulations of the Secretary of Labor, 41 CFR Chapter 60, or by other relevant orders of that office.

CRA, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat., 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Bidders that it will affirmatively insure that in any Award made pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit Bids in response to this invitation and that no Bidder will be discriminated against on the grounds of race, color, religion, sex or national origin in consideration for an Award.

CRA reserves the right to waive any informality in any Bid or Bid Guaranty, to reject any and all Bids and to negotiate with any Bidder to such extent as may be necessary.

Any questions from the prospective Bidders will be accepted in writing until 48 hours after bid opening. After this time, no questions will be answered. These questions must be emailed to leclearr@concordnc.gov. CRA will not be liable for oral responses to oral questions of Bidders; Bidders shall rely on such oral representations at their own risk.

By submitting a bid, Bidders waive any rights they may have to protest the selection of the best qualified bid by CRA, and further waives any cause of action that it may have against the Engineer in relation to the Engineer's advice to the CRA regarding the selection of the best qualified Bidder.

INSTRUCTIONS TO BIDDERS

CONCORD-PADGETT REGIONAL AIRPORT
CONCORD, NORTH CAROLINA

AIRCRAFT RESCUE AND FIRE FIGHTING TRUCK

C.R.A. PROJECT NO. 2384

1. RECEIPT OF BIDS:

(a) **CRA invites Bids on the Bid Proposal Form provided.** All blanks must be appropriately completed. Bids shall be received on or before at the City of Concord, in Conference room C, Alfred M. Brown Operations Center, 635 Alfred Brown Jr Court, Concord NC 28026, until and not later than 10:00 a.m. local time on October 30, 2018.

(b) **Any Bid Proposal Form received after the above set forth time and date will be returned unopened.**

(c) **Each Bid shall be enclosed in a sealed envelope, the outside of which shall indicate:**

- (i) The name of the Project;
- (ii) The name of the Bidder;
- (iii) The Project number;
- (iv) Bid bond, Certified Check, Bank Letter of Credit.

Any Bid Proposal received which does not comply with these provisions will be returned unopened.

2. PROJECT: The project consists of manufacture and delivery of a Class 4 Aircraft Rescue and Fire Fighting Truck.

3. PROPOSAL PREPARATION. Bidder shall consult and review fully the Bid Conditions and General Conditions for additional information relating to the preparation of the Proposal.

4. CONTRACT REQUIREMENTS. Bidder shall also consult the General Conditions regarding the requirements of the successful Bidder regarding the time limitations of the Work, Bonding requirements, Progress Schedule and the requirements of the Contract.

5. DBE PROGRAM. Bidder shall review the Contract Documents and Bid Conditions thoroughly to ascertain the DBE Program compliance requirements.

6. AWARD OF THE CONTRACT. Award of the Contract shall be made in accordance with the terms of the Contract Documents herein, to the “responsive and responsible” Bidder with the lowest total Bid amount as determined by CRA in its sole discretion.

7. BIDS NOT WITHDRAWN. No Bid shall be withdrawn for a period of ninety (90) Calendar Days after the time scheduled for the Bid Opening without the prior written consent of CRA. Should the Contract not be awarded within the specified period, the time may be extended by mutual written agreement of the Owner and Bidder.

END OF INSTRUCTIONS TO BIDDERS

BID FORM

CONCORD-PADGETT REGIONAL AIRPORT CONCORD, NORTH CAROLINA

AIRCRAFT RESCUE AND FIRE FIGHTING TRUCK

C.R.A. PROJECT NO. 2384

BIDDER'S DECLARATIONS.

The undersigned hereby declares that the only persons having an interest in this Bid, as principals, are those named herein. The undersigned further declares, as a qualified Bidder, that the site of the proposed Project has been examined, all of the Contract Documents have been read and understood, and that the Bidder agrees it can, and will, conform to all of the Plans, General and Special Conditions and Technical Specifications therein contained, and can, and will, carry out and complete this Project and provide the Specified Equipment pursuant to the Contract Documents. In the event that this Bid is accepted by CRA, the undersigned agrees to furnish all required bonds, insurance certificates and other documents within fourteen (14) Calendar Days after the date the Notice of Award is given by CRA. Furthermore, if it is the successful Bidder, the undersigned agrees to enter into a contract in the form contained in these Contract Documents within thirty (30) Calendar Days after the date that a Notice of Award is given to such successful Bidder. If it is the successful Bidder, the undersigned agrees to complete all Work described in these Contract Documents required to complete the Project and provide the Specified Equipment for which the Contract is awarded within **365** Calendar Days from the commencement date set forth in the Notice to Proceed. The Contract Price includes the furnishing of all Labor, Materials, Tools and Equipment and doing all the Work involved in the Project as specified in these Contract Documents, or as directed by the CRA or its authorized agents, and upon the terms and conditions and in the manner set forth in these Contract Documents, under penalty of the Bond hereto attached, and to the full satisfaction and acceptance of CRA.

The Undersigned affirms that neither Bidder nor any of its officers, partners, agents, representatives, employees or parties in interest, has in any way, directly or indirectly, entered into any combination, collusion, undertaking, conspiracy, or agreement with any other Bidder or Bidders to maintain the prices of said Work, or any compact to prevent any other Bidder or Bidders from bidding on said Contract or Work, nor has Bidder paid or agreed to pay directly or indirectly any person, firm, corporation or other Bidder any money or valuable consideration for attempting to fix the prices in the attached Bid or the Bid of any Bidder, and further states that no such money or other reward will be hereinafter paid.

BID.-The undersigned, being familiar with all conditions likely to be encountered affecting the cost and scheduling of the Work, and having examined all of the Contract Documents, hereby proposes to furnish all Labor, Materials, Tools, Equipment and Services required to perform all

Work in strict accordance with the Contract Documents as prepared by CRA for the **AIRCRAFT RESCUE AND FIRE FIGHTING EQUIPMENT** (project name) within **365** Calendar Days from the commencement date set forth in the Notice to Proceed.

The Bidder has checked carefully all of the figures on the attached Bid Schedule and understands and agrees that CRA will not be responsible for any errors or omissions on the part of the Bidder in making up its Bid.

BID SURETY.

Enclosed herewith is an irrevocable Bank Letter of Credit, Bid Bond or Certified Check (delete inapplicable provision) in the amount of _____ Dollars (\$ _____), being ten percent (10%) of the proposed Contract Price stated above, which is to be forfeited if, in the event this Bid is accepted, the undersigned Bidder shall fail to execute the Contract and furnish satisfactory evidence of insurance and Performance and Payment Bonds under the Conditions and within the time specified hereinafter, otherwise the sum will be returned to the Bidder.

CONDITIONS OF BID.

(a) Bidder understands and agrees that the CRA reserves the right to waive irregularities, technicalities and informalities, and the right to reject any and all Bids, and to negotiate with the apparent responsive and responsible low Bidder if necessary.

Bidder further acknowledges and agrees that it will begin operations within fourteen (14) days after the Notice to Proceed, and the Work shall be completed within **365** Calendar Days from the date of the Notice to Proceed.

(b) Bidder also agrees that if it fails to complete the Work within the Contract Time, it will be assessed Liquidated Damages in the amount of **\$500** per Calendar Day until the date of Substantial Completion is achieved as defined in Section 10 of the General Conditions, and thereafter in the amount of **\$1,000.00** per Calendar Day until the date that Final Completion, Final Inspection and Final Acceptance of the Contract is achieved as defined in Section 50. Bidder agrees that CRA may deduct the Liquidated Damages from retained funds and/or Contract balances, if available, by unilateral Change Order.

(c) Bidder warrants that it has carefully examined the Bid Package, including the Bid Form, General Conditions, Special Conditions, Technical Specifications and Attachments. Bidder further warrants that it has considered all conditions and circumstances relating to the Bid. Bidders are responsible for making technical inquiries; failure of Bidder to make such examination and inquiry shall not relieve Bidder of this warranty.

JURISDICTION.

The Bidder agrees that any legal action, suit or proceeding under, relating to or arising out of or in connection with this Bid or any Contract that may be awarded to the Bidder, or any breach of any of the foregoing, may be brought exclusively in the United States District Court for the

in the state courts of North Carolina, and by execution and delivery of this Bid, the Bidder irrevocably accepts, consents and submits to the jurisdiction of the aforesaid courts *in personam*, generally and unconditionally, with respect to any such action, suit or proceeding involving the Bidder. The Bidder further irrevocably consents and agrees to the service of any and all legal process, summons, notices and documents out of any of the aforesaid courts in any such action, suit or proceeding by mailing copies thereof by registered or certified mail, postage prepaid, to the Bidder at the address set forth in this Bid. In addition, the Bidder irrevocably and unconditionally waives any objection which the Bidder may now or hereafter have to the laying of venue of any of the aforesaid claims, suits or proceedings brought in any of the aforesaid courts, and further irrevocably and unconditionally waives and agrees not to plead or claim that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

WAIVER.

The Bidder hereby waives any right it may have to protest the selection of the lowest responsive and responsible Bid by CRA. Bidder further waives any cause of action it may have against CRA and the Engineer relating to the selection of the lowest responsive and responsible Bid.

HEALTH AND SAFETY STANDARDS IN CONSTRUCTION CONTRACTS.

Bidder understands that it will be a condition of this Contract, and shall be made a condition of each Subcontract entered into pursuant to this Contract, that the Successful Bidder/Contractor and any Subcontractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsatisfactory, hazardous, or dangerous to his health or safety, as determined under Safety and Health Regulations for Construction, Title 29, CFR, Part 1926 promulgated by the U.S. Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, 82 Stat. 96.

This Contract and all subcontracts that result from this Bid incorporate by reference the requirements of 29 CFR Part 1910, the Occupational Safety and Health Act ("OSHA"), with the same force and effect as if given in full text. Bidder shall provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Bidder retains full responsibility to monitor its compliance and its subcontractors' compliance with the applicable requirements of OSHA. Bidder 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.

CERTIFICATION OF NONSEGREGATED FACILITIES AS REQUIRED BY 41 CFR 60-1.8.

Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause.

DISADVANTAGED SUBCONTRACTORS

DBE Subcontractor Names and Addresses	Certifying Agency	Subcontract Work Item	Dollar Value Subcontract Work
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Total Dollar Value of Subcontract Work			_____
Total Dollar Value of Base Bid			_____
Percent of Total			_____ %

LIST OF PROPOSED SUBCONTRACTORS OR SUBVENDORS.

THE FOLLOWING LIST OF PROPOSED SUBCONTRACTORS IS TO BE COMPLETELY EXECUTED AND SUBMITTED AT THE TIME THE BID IS DUE FOR ALL SUBCONTRACTORS PROPOSED TO PERFORM 5% OR MORE OF THE TOTAL CONTRACT PRICE.

All subcontractors are subject to the approval of CRA.

<u>SUBCONTRACTOR/ SUBVENDOR FIRM NAME</u>	<u>PERCENT OF TOTAL CONTRACT</u>	<u>DESCRIPTION OF WORK TO BE SUBLET</u>
_____	_____	_____
_____	_____	_____

BID ADDENDA.

Bidder hereby acknowledges receipt of, and is familiar with the contents of, the following Addenda:

Addendum No. _____ Dated _____ No. of Pages _____

Addendum No. _____ Dated _____ No. of Pages _____

Addendum No. _____ Dated _____ No. of Pages _____

Addendum No. _____ Dated _____ No. of Pages _____

NO SOLICITATION FEE.

The Bidder further states that no person or selling agency has been employed or retained to solicit or secure the Contract for a fee, except bona fide employees of the Bidder or bona fide commercial or selling agency maintained by the Bidder for the purpose of securing business.

NO UNDISCLOSED RECOMMENDATIONS.

The Bidder further states that it has neither recommended nor suggested to CRA, or any of its members, officers, or employees, any of the terms or provisions set forth in the Contract Documents, except at a meeting open to all interested Bidders, of which proper notice was given.

NO RELATIONSHIP TO CRA.

The Bidder further states that no officer or stockholder of the Bidder is a member of the CRA or its staff, or related to any members of the CRA or its staff except as noted herein below:

NO BENEFIT TO PUBLIC OFFICIALS.

The Bidder further states that no member of or delegate to Congress or state or local public official shall be admitted to any share or part of the Contract or to any benefit that may arise therefrom; provided, however, this provision shall not be construed to extend to the Contract if made with a corporation for its general benefit.

TRADE RESTRICTION CERTIFICATION. By submission of an offer, Bidder certifies that with respect to this solicitation and any resultant Contract, Bidder –

(a) Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representatives (U.S.T.R.);

(b) Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.; and

(c) Has not entered into any subcontract for any product to be used on the Project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

Bidder shall provide immediate written notice to CRA if Bidder learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Bidder shall require subcontractors to provide immediate written notice to Bidder if at any time the subcontractor 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, this Contract shall not be awarded to a Bidder, Contractor or any subcontractor:

(a) Who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.; or

(b) Whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list; or

(c) Who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.

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

Bidder agrees that it will incorporate this provision for certification without modification in all lower tier subcontracts. Bidder may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate

against U.S. firms as published by U.S.T.R., unless Bidder 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 Bidder or any subcontractor knowingly rendered an erroneous certification, the FAA may direct through CRA cancellation of this Contract or any subcontract for default at no cost to CRA or the FAA.

BREACH

The Bidder understands and agrees that for breach or violation of any of the covenants expressed in the Bid Form, the CRA shall have the right to declare Bidder not eligible for Award of the Contract, if such breach or violation becomes known prior to Award or, if such breach or violation becomes known after Award, to void the Contract without liability; or in its discretion to deduct from the Contract Price, or otherwise recover, the full amounts paid in violation of these covenants, or the value of participation in violation of these covenants.

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

1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs b. (1) or (2) shall be treated as domestic.
2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.
3. Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.

(b) The successful bidder will be required to assure that only domestic steel and manufactured products will be used by the contractor, subcontractors, materialmen and suppliers in the performance of this contract, except those:

1. that the US Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities or are not of a satisfactory quality as indicated in 48 CFR 25.104;

2. that the US Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with

1. (b) The successful bidder will be required to assure that only domestic steel and manufactured products will be used by the contractor, subcontractors, materialmen and suppliers in the performance of this contract, except those:
2. that the US Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities or are not of a satisfactory quality as indicated in 48 CFR 25.104;
that the US Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest;
3. that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent; or
4. for which the US Department of Transportation has issued a waiver.

CERTIFICATION REGARDING LOBBYING

Bidder certifies by signing and submitting this Bid, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder, 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.

(b) 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.

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

CERTIFICATION OF BIDDER REGARDING DEBARMENT.

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

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project i 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 above Certificate Regarding Debarment and Suspension.
- (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA later determines that a lower tier participant failed to 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 s not presently debarred or otherwise disqualified from participation in this federally.

BUY AMERICAN CERTIFICATE

Bidder must complete, sign, date, and submit the following applicable Buy American Certificate along with the bid. The Certificate of Buy American Compliance for Total Facility applies to construction work on buildings, such as Terminals, SREs, ARFFs, etc. The Certificate of Buy American Compliance for Manufactured Products applies to non-building construction work, such as runway or roadway construction or equipment acquisition projects.

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

As a matter of Bid responsiveness, Bidder must complete, sign, date, and submit this certification statement with their proposal. Bidder must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (☐) or the letter “X”.

- ☐ Bidder hereby certifies that it will comply with 49 USC. 50101 by:
 - a) Only installing steel and manufactured products produced in the United States; or
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.104.

By selecting this certification statement, Bidder agrees:

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

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

1. To the submit to CRA within 15 calendar days of the Bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

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

- a) Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.104; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

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

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

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

Date

Signature

Company Name

Title

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

As a matter of Bid responsiveness, Bidder must complete, sign, date, and submit this certification statement with their proposal. Bidder must indicate how it intends to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (☐) or the letter “X”.

- Bidder hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States, or;
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.104.

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

- 1. To provide to CRA evidence that documents the source and origin of the steel and manufactured product.
 - 2. To faithfully comply with providing US domestic product
 - 3. To furnish US domestic product for any waiver request that the FAA rejects
 - 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- Bidder hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, Bidder agrees:
- 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 - 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
 - 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
 - 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

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

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.104; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

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

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

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

Date

Signature

Company Name

Title

ATTEST:

BIDDER: _____

(Company Name)

By: _____

Its: _____

ADDRESS OF BIDDER:

PHONE NUMBER: _____

FAX NUMBER: _____

BID CONDITIONS

CONCORD-PADGETT REGIONAL AIRPORT CONCORD, NORTH CAROLINA

AIRCRAFT RESCUE AND FIRE FIGHTING TRUCK

C.R.A. PROJECT NO. 2384

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The following Bid Conditions apply to this Contract. Submission of a Bid by a Bidder shall constitute acceptance of these Bid Conditions.

1. DEFINITION. Disadvantaged Business Enterprise (DBE) as used in these Contract Documents shall have the same meaning as 49 CFR Part 26.5. For purposes of CRA's DBE Program, "DBE" shall mean a for profit small business concern:

(a) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and

(b) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

2. POLICY. The Concord-Padgett Regional Airport ("CRA") shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its Disadvantaged Business Enterprise Program ("DBE Program") or the requirements in 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The CRA's DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this DBE Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the CRA of its failure to carry out its approved DBE Program, the DOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

3. DBE OBLIGATION. The Seller, sub recipient or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Seller shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Seller to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the CRA deems appropriate.

4. RECORDS. Successful Bidder shall be required to maintain records and documents of payments made to DBE's for three years following completion of the Contract. These records will be made available for inspection upon request of any authorized representative of CRA or the FAA. The DBE's shall likewise be bound to maintain such records.

5. COMPLIANCE. All Bidders, potential Sellers, and Subcontractors for this DOT-assisted Contract are hereby notified that failure to carry out the DOT policy and the DBE obligations, as set forth above, shall constitute a material breach of contract which may result in termination of the Contract, or such other remedy as deemed appropriate by CRA and permitted under this Contract, at law or in equity.

6. SUBCONTRACT CLAUSE. All Bidders and potential Sellers hereby assure that they will include the above clauses in all subcontracts or purchase orders which offer further subcontracting opportunities.

7. CONTRACT AWARD. Bidders are hereby advised that meeting DBE Subcontract goals or making an acceptable good faith effort to meet such goals are conditions of being awarded this DOT assigned contract.

CRA proposes to award the Contract to the lowest responsive and responsible Bidder submitting a reasonable Bid provided it has met the goals of DBE participation or, if failing to meet the goals, he has made an acceptable good faith effort to meet the established goals for DBE participation.

Bidder is advised that CRA has sole authority to determine if the Bidder has made sufficient effort towards meeting DBE goals to qualify for Contract Award. CRA reserves the right to reject any or all bids submitted.

8. DBE PARTICIPATION GOALS. The Bidder shall make good faith efforts, as defined in Appendix A of 49 CFR Part 26, regulations to the Office of the Secretary of Transportation, to subcontract zero (0%) percent of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE). In the event that the bidder for this solicitation qualifies as a DBE, the contract goal shall be deemed to have been met. Individuals who are rebuttably presumed to be socially and economically disadvantaged include women, Blacks, Hispanics, Native Americans, Asian-Pacific Americans and Asian-Indian Americans. The apparent successful competitor will be required to submit information concerning the DBE's that will participate in this Contract. The information will include the name and address of each DBE, a description of the work to be performed by each named firm, and the dollar value of the contract. The Bidder shall also submit a written statement that attests its commitment to use the identified DBE firms to meet CRA's DBE project goal. If the Bidder fails to achieve the Contract goal stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so, as described in appendix A to 49 CFR Part 26. A Bid that fails to meet these requirements will be considered nonresponsive.

9. **SELLER’S REQUIRED SUBMISSION.** CRA requires the submission of the following information with the bid. Certain other DBE information may also be required.

**DISADVANTAGED BUSINESS ENTERPRISE SUBCONTRACTORS OR
SUBVENDORS**

<u>Minority Subcontractors Names and Addresses</u>	<u>Subcontract Work Item</u>	<u>Dollar Value Subcontract Work</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total Dollar Value of Subcontract Work _____
Total Dollar Value of Basic Bid _____
Percent of Total _____ %

If the Bidder fails to meet the Contract goals established in Paragraph 7 above, the following information must be submitted prior to Contract Award to assist CRA in determining whether or not the Bidder made acceptable good faith efforts to meet the Contract goals. This information (when applicable), as well as the DBE information, should be submitted as specified in paragraph 8 above.

Suggested guidance for use in determining if good faith efforts were made by the Bidder are included in Appendix A to 49 CFR Part 26. The factors relating to DBE Participation are set forth in Appendix B.

A list of the efforts that a Bidder may make and CRA may use in making a determination as to the acceptability of a Bidder’s efforts to meet the goals as included in Appendix A are as follows:

- (a) Whether the Bidder attended any pre-solicitation or pre-bid meetings that were scheduled by the recipient to inform DBE's of contracting and subcontracting opportunities;
- (b) Whether the Bidder advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- (c) Whether the Bidder provided written notice to a reasonable number of specific DBE's that their interest in the contract was being solicited, in sufficient time to allow the DBE's to participate effectively;
- (d) Whether the Bidder followed up initial solicitations of interest by contracting DBE's to determine with certainty whether the DBE's were interested;
- (e) Whether the Bidder selected portions of work to be performed by the DBE's in order to increase the likelihood of meeting the DBE goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
- (f) Whether the Bidder provided interested DBE's with adequate information about the plans, specifications, and requirements of the Contract;
- (g) Whether the Bidder negotiated in good faith with interested DBE's, not rejecting DBE's as unqualified without sound reasons based on a thorough investigation of their capabilities;
- (h) Whether the Bidder made efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance required by the recipient or Bidder; and
- (i) Whether the Bidder effectively used the services of available disadvantaged community organizations; disadvantaged Sellers' groups; local, state and federal disadvantaged business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBE's.

NOTE: The nine (9) items set forth above (items (a) through (i)) are merely suggested criteria and CRA may specify that you submit information on certain other actions a Bidder has taken to secure DBE participation in an effort to meet the goals. A Bidder may also submit to CRA other information on its efforts to meet the goals.

10. SELLER ASSURANCE. The Bidder hereby assures that it will meet one of the following as appropriate:

- (a) The DBE participation goals as established in paragraph 7 above.
- (b) The DBE participation percentage as shown in paragraph 8 which was submitted as a condition of Contract Award.

Agreements between Bidder and DBE in which the DBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited. The Bidder shall make a good faith effort

to replace a DBE Subcontract that is unable to perform successfully with another DBE Subcontractor. Substitution must be coordinated and approved by CRA.

The Bidder shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving DBE Subcontract goals and other DBE affirmative action efforts.

11. PROMPT PAYMENT OF SUBCONTRACTORS – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fifteen (15) business days from the receipt of each payment the prime contractor receives from CRA. The prime contractor agrees further to return retainage payments to each subcontractor within fifteen (15) business days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CRA. This clause applies to both DBE and non-DBE subcontractors.

Agreements between Bidder and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited. The Bidder shall make a good faith effort to replace a DBE Subcontractor that is unable to perform successfully with another DBE Subcontractor. Substitution must be coordinated and approved by CRA.

The Bidder shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving DBE Subcontract goals and other DBE affirmative action efforts.

BIDDER'S EXPERIENCE AND QUALIFICATIONS QUESTIONNAIRE

CONCORD-PADGETT REGIONAL AIRPORT CONCORD, NORTH CAROLINA

The following information (Page Q-1 through Q-8) must be completed and submitted with the Bid.

The Bidder hereby certifies the truth and correctness of all statements and of all answers to questions herein. Omissions, inaccuracy, or misstatement may be cause for rejection of a Bid.

1. Name and address of Bidder exactly as it should appear on the Contract.

2. Address of Bidder, if different from above, for the purposes of notice or other communication relating to the Bid and Agreement. (If Bidder is other than an individual, provide the name of an individual who can answer for Bidder):

Telephone Number _____

3. Bidder intends to complete the Project with which this Bid is concerned as a Sole Proprietorship (); Partnership (); Corporation (); Joint Venture (); or

Explain:

*(If more space is necessary for answering any of the questions in this questionnaire-, use the reverse side of the pertinent page if additional sheets are required.)

CORPORATION STATEMENT

If a corporation, answer the following:

1. When incorporated? _____

2. Where incorporated? _____

3. Is the corporation authorized to do business in North Carolina?

Yes () No ()

If so, as of what date?

4. Is the corporation an L.L.C.?

Yes () No ()

5. Furnish the following information on the principal officers of the corporation.

Name	Title	Address
------	-------	---------

PARTNERSHIP STATEMENT

If a partnership, answer the following:

1. Date of Organization

2. General Partnership () Limited Partnership ()

3. Has the partnership done business in North Carolina?

4. Name and address of each general partner:

Name	Title	Address
------	-------	---------

JOINT VENTURE STATEMENT

If a joint venture, answer the following:

- 1. Date of Organization _____
- 2. Has the Joint Venture done business in North Carolina?
Yes () No ()
- 3. Name and address of each Joint Venturer:

Name

Address

SOLE PROPRIETORSHIP

If Sole Proprietorship, furnish the following:

Proprietor's Name in full _____

Address _____

Company Name _____

Company Address _____

How long in business under this Company Name: _____

STATEMENT OF QUALIFICATION AND EXPERIENCE

1. How many years' experience in the type of work associated with the proposed Project has your organization had?

2. List of related experience of the principal individuals of your organization:

3. For what Federal or State bureau or department have you performed work or provided Equipment and to whom do you refer? Provide the name and phone number of the reference.

4. Has the Bidder or any officer or partner of the Bidder's firm ever failed to complete any work or projects awarded, or been an officer or partner of some other organization that failed to complete any work or projects awarded? _____

If so, state name of individual, name of firm which defaulted and its principal owner(s) and the date and reasons therefore.

5. List name of projects, owners, contract amount, percent complete, and scheduled completion of the similar major projects and/or procurements your organization has in process on the date of this Bid. Provide name and phone number of contact person for reference.

6. List name of projects, owners, and scheduled completion of the similar major projects currently being bid by your organization on the date of this Bid. Estimate value of each in \$50,000 increments.

7. List the name of project, owner, contract amount, date of completion and percent of work with own forces of the similar major projects your organization has completed in the past five years:

8. Trade references:

9. Other information Bidder may wish to furnish:

**OPERATING PROCEDURES WHICH BIDDER
PROPOSES TO FOLLOW FOR THIS PROJECT**

1. Explain in detail the manner in which you have inspected the proposed Project prior to submitting this Bid.

2. Explain the procedures planned for performing the Project:

3. Describe major equipment you own that is available for this proposed work:

QUANTITY	ITEM	CAPACITY, ETC.	CONDITION	SERVICE	LOCATION
----------	------	----------------	-----------	---------	----------

4. Describe major equipment you intend to purchase for the proposed Project, if the Contract is awarded to you:

QUANTITY	ITEM	CAPACITY, ETC.	CONDITION	SERVICE	LOCATION
----------	------	----------------	-----------	---------	----------

5. How and when will you pay for the equipment to be purchased?

6. Do you propose to rent or lease any major equipment for this work: _____

If so, state type, quantity and reasons for renting:

BIDDER'S FINANCIAL INFORMATION

1. FINANCIAL STATEMENTS

Please attach copies of your current (or most recent) BALANCE SHEET and INCOME STATEMENT prepared in accordance with good accounting practice, reflecting your current financial condition in addition to a copy of your last annual report certified by an independent certified public accountant who is not a regular employee of the bidder. This information will be held in strict confidence.

2. LIST BANK REFERENCES (include telephone number and account representative

3. SURETY INFORMATION

Have you ever had a bond or surety canceled or forfeited?

Yes () No ()

If yes, state name of bonding company, date, amount of bond and reason for such cancellation or forfeiture.

4. BANKRUPTCY INFORMATION

Have you ever been declared bankrupt? Yes () No ()

If yes, state date, court jurisdiction, amount of liabilities and amount of assets.

AGREEMENT

CONCORD-PADGETT REGIONAL AIRPORT CONCORD, NORTH CAROLINA

AIRCRAFT RESCUE AND FIRE FIGHTING TRUCK

C.R.A. PROJECT NO. 2384

THIS AGREEMENT, hereinafter called "Contract", made and entered into this _____ day of _____, 2018, by and between [_____] , hereinafter called "Seller," and the Concord Regional Airport, hereinafter called "Purchaser."

WITNESSETH:

1. Contract Documents. This Contract, together with the following documents, constitute the "Contract Documents" and are attached hereto and made a part hereof:
 - (a) Advertisement for Bid
 - (b) Special Conditions
 - (c) Invitation to Bid
 - (d) Instructions to Bidders
 - (e) Bid Form
 - (f) Bid Conditions
 - (g) Bidder's Experience and Qualifications Questionnaire
 - (h) Attachments
2. That for and in consideration of payment to be made as hereinafter set forth, the Seller agrees to provide the following: **Aircraft Rescue and Fire Fighting Equipment** (hereinafter "the Equipment") in strict accordance with the Contract Documents of the Purchaser. It is agreed that delivery shall be made on or before **Date** _____, **or** within **365** Calendar Days of the Notice to Proceed or right is reserved to the Purchaser to cancel this Contract in accordance with the terms set forth below.
3. In consideration for proper and timely performance by Seller in accordance with the Contract Documents, the Purchaser agrees to pay, and the Seller agrees to accept, as full and final compensation for the Equipment provided, the total sum of _____ DOLLARS AND _____ CENTS (\$ _____)

as may be adjusted in writing by the Purchaser. Payment is to be made in lawful money of the United States, at the time and in the manner set forth in these Contract Documents.

4. Time is of the essence, and shipment must actually be effected within the time or times stated in this Contract. If the Seller fails to ship on or before said date, Purchaser shall assess the Seller Liquidated Damages in the sum of \$250.00 per Calendar Day until delivery and final acceptance by Purchaser, and such charges will operate as a set-off to any funds owed by Purchaser to Seller. Seller further acknowledges and agrees that the Purchaser shall be damaged by any delay in delivery in an amount that will be difficult to ascertain, and that this provision for Liquidated Damages represents the parties' best estimate as to the potential loss to the Purchaser per Calendar Day for Seller's delay in delivery, and therefore the Liquidated Damages are not construed by the parties as a penalty, and Seller waives any right to hereafter claim that Liquidated Damages are a penalty as a defense to payment.
5. Purchaser reserves the right to return, at Seller's expense, all material delivered in error, defective material or in excess of the quantity called for in this Contract.
6. All Material is subject to Purchaser's inspection and approval at a reasonable time after delivery, notwithstanding prior payment of invoices. Such inspection, or the waiver thereof, shall not relieve Seller from full responsibility for furnishing Materials, goods or services conforming to the requirements of this Contract, nor prejudice any claim, right or remedy of Purchaser resulting from defective or unsatisfactory Materials, goods, or services. Materials rejected on account of nonconformance with the requirements of this Contract, inferior quality or workmanship will be returned to the Seller with charge for transportation both ways plus labor, reloading, trucking, and other related costs of transportation, at Seller's expense. Such returned Materials are not to be replaced except upon receipt of written instructions from the Purchaser. Rejection of any part of the Materials furnished under this Contract does not necessarily invalidate the remainder of the Contract. Purchaser shall have no obligation to pay for rejected materials.
7. Seller agrees to protect, indemnify, defend and hold harmless the Purchaser from any and all liability, damage, judgment, expense or loss, including attorneys' fees, and costs resulting from or sustained by reason of any material or goods or part thereof furnished by the Seller under this Contract being covered or claimed to be covered by any patent, trademark, servicemark, or copyright or being the subject of a claim of infringement thereof.
8. Title and risk of loss to all Materials and goods covered by this Contract shall remain with Seller until delivered to and accepted by Purchaser as set forth above. In the event the Materials and goods are delivered to the Purchaser in a damaged condition, the Purchaser reserves the right to reject the goods or to accept the damaged goods if the Purchaser determines that portions of the Materials and goods are usable and advantageous to the Purchaser. In accepting the Materials and goods, Purchaser reserves the right to: (a) repair the damage or any part thereof at Seller's expense; (b) demand replacement of the damaged Materials and goods by Seller at Seller's expense, (c) purchase replacements for the damaged Materials and goods elsewhere at Seller's

expense in the event that the Seller does not replace the damaged Materials and goods within 30 Calendar Days after notice is given by the Purchaser, or (d) accept the damaged goods and reduce the Contract Price by the decrease in the reasonable Fair Market Value of the Equipment.

9. The laws of the North Carolina shall govern the interpretation and application of the Contract. This Contract shall be deemed to have been entered into at the place and time that it is signed by an authorized representative of the Purchaser.
10. Seller agrees to protect, indemnify, defend and hold harmless the Purchaser, CRA, and its authorized agents, directors, officers, and employees, against liability, loss, damage or expense, including attorneys' fees, consultants' fees and costs, resulting from or sustained by reason of any bodily injuries, including death, or property damage arising out of or on account of or in consequence of the performance of this Contract or of the Materials and goods delivered and sold pursuant hereto, or as a result of the condition or quality of such Materials and goods, whether or not such injuries or damages are due or claimed to be due to any negligence of the Purchaser, or its employees, agents, officers or directors. If there are any such injuries or damages not compensated or settled when payment hereunder would be otherwise due, final settlement between Seller and Purchaser shall be deferred until such claims are adjusted or suitable special indemnity acceptable to the Purchaser is provided by the Seller.
11. Prior to the delivery of Materials and goods pursuant to this Contract and until all such Materials and goods are delivered, Seller shall obtain insurance of the kind and minimum amount specified in the Specifications, and Seller shall furnish certificates that such insurance is in full force and effect.
12. In accordance with O.S.H.A., 29 CFR, Part 1910.1200, Seller must supply Material Safety Data Sheets, identifying the Project Name and Contract they were supplied for. It is Seller's responsibility to supply an MSDS; therefore, if Purchaser has not received an MSDS within 14 days, it will be Purchaser's understanding that the Materials supplied for this Contract are of non-hazardous material.
13. This Contract may be modified or amended only in writing signed by both Purchaser and Seller.
14. Purchaser recognizes that Seller may, for its convenience, wish to use its own form of sale memorandum to acknowledge this Contract, or to acknowledge it in addition to the execution of this Contract. In any event, the Seller's issuance of a sales memorandum, or identification or shipment of goods, in response to this Contract shall constitute acceptance of the terms and conditions set forth in this Contract, and shall create a contract of sale exclusively governed by and limited to the terms and conditions set forth in this Contract and no other conditions that may be contained in Seller's subsequent memorandum of sale or other document. All prior communications leading up to this Contract are designated to be preliminary negotiations to this contract of sale and are merged into the terms and conditions of this Contract. **ANY ADDITIONAL OR DIFFERENT PROVISIONS CONTAINED IN ANY ACKNOWLEDGEMENTS,**

SALES MEMORANDA, INVOICES, SHIPPING DOCUMENTS OR OTHER DOCUMENTS OF ANY KIND ISSUED AGAINST OR IN RESPONSE TO THIS CONTRACT THAT PURPORT TO ADD TO, SUBTRACT FROM, ALTER OR VARY ANY OF THE TERMS AND CONDITIONS OF THIS CONTRACT ARE HEREBY REJECTED AND OBJECTED TO IN ADVANCE AND SHALL NOT BECOME A PART OF THE PARTIES' CONTRACT OF SALE UNLESS OTHERWISE SPECIFICALLY AGREED TO IN WRITING AND SIGNED BY AN AUTHORIZED AGENT OF THE PURCHASER.

15. Seller expressly warrants that all Materials and goods furnished by Seller pursuant to this Contract are new, of the best quality of their respective kinds and are free of defects in design, workmanship or material and conform to the specifications, drawings, or other descriptions furnished by Purchaser all of which are deemed incorporated herein by reference. Seller expressly warrants that services and installations relating to this Contract shall be of the best quality and performed in a workmanlike manner, free from any defects in workmanship. Seller's warranties shall survive any inspection, delivery or acceptance of, or payment for, any Materials goods or services by Purchaser. **PURCHASER HEREBY EXPRESSLY REJECTS AND OBJECTS IN ADVANCE TO ANY DISCLAIMER OR LIMITATION BY SELLER OF ANY APPLICABLE WARRANTIES, EXPRESS OR IMPLIED, MADE BY OR DEEMED MADE BY SELLER OR ITS SUPPLIERS IN CONNECTION WITH THE SALE OF MATERIALS, GOODS OR SERVICES COVERED BY THIS CONTRACT. PURCHASER HEREBY REJECTS AND OBJECTS IN ADVANCE TO ANY DISCLAIMER OR LIMITATION ON REMEDIES AGAINST SELLER OR ITS SUPPLIERS IN CONNECTION WITH THE SALE OF MATERIALS, GOODS OR SERVICES COVERED BY THIS CONTRACT.**
16. Purchaser may terminate all or any part of this Contract for cause: (a) if Seller refuses or fails to deliver the Materials, goods or services within the time specified, fails to comply with any of the provisions of this Contract or in accordance with the Contract Documents, fails to make progress as to endanger performances hereunder then the Seller shall be liable to Purchaser for all costs, fees, expenses, procurement costs or any other consequential damages resulting from Seller's default, including attorneys fees, consultants fees or other costs; (b) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency or the relief of debtors, in which case Purchaser shall notify Seller of its intention to terminate all or any part of this Contract because of Seller's default, and in the event of a termination for Seller's default, Purchaser's liability shall be limited to the payment for goods delivered and accepted by the Purchaser under this Contract prior to termination; or (c) Purchaser determines it is in its best interest to terminate this Contract in whole or in part, in which event, Purchaser's sole obligations shall be to reimburse Seller for those goods actually shipped and accepted by the Purchaser up to the date of termination, and the costs incurred by Seller for unfinished goods which are specifically manufactured for Purchaser and which are not standard products of the Seller, as of the date of termination, plus a reasonable profit thereon. In no event shall Purchaser be responsible for loss of anticipated profit nor shall reimbursement exceed the Contract price.

17. Termination for Convenience. Purchaser may also terminate this Contract without cause upon sixty (60) days written notice to Seller.
18. The Seller is hereby required to self-perform, with its own employees, and not via a vendor or supplier, a minimum of **fifty-one** percent [(51%)] of the dollar amount of the Work required under this Contract.
19. **LEGAL ACTION.** The Seller agrees that any legal action, suit or proceeding under, relating to or arising out of or in connection with this Contract or any breach thereof may be brought exclusively in the United States District court for the State of North Carolina, by execution and delivery of this Contract, the Seller irrevocably accepts, consents and submits to the jurisdiction of the aforesaid courts *in personam* generally and unconditionally with respect to any such action, suit or proceeding involving the Seller. The Seller further irrevocably consents and agrees to the service of any and all legal process, summons, notices and documents out of any of the aforesaid courts in any such action, suit or proceeding by mailing copies thereof by registered or certified mail, postage prepaid, to the Seller at the address set forth in the Seller's Bid. In addition, the Seller irrevocably and unconditionally waives any objection which the Seller may now or hereafter have to the laying of venue of any of the aforesaid claims, suits or proceedings brought in any of the aforesaid courts, and further irrevocably and unconditionally waives and agrees not to plead or claim that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

20. DRUG FREE WORKPLACE.

The Seller certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Seller's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Seller's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

- 21. The Seller, and all vendors and suppliers, are required to comply with all federal, state and local statutes, rules and regulations pertaining to Equal Opportunity Employment, nondiscrimination, prevailing wages, and Disadvantaged Business Enterprise laws and regulations.
- 22. If any provisions, covenants, or agreements of this Contract or of the Contract Documents are void and unenforceable, it is agreed that this Contract and the Contract Documents shall not be void or unenforceable thereby, but shall be construed with the same force and effect as though such void or unenforceable provisions, covenants, or agreements were omitted.

23. BREACH.

Seller's breach of the terms of this Contract or the Contract Documents, or any such violation by Seller's 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 Contract.

In the case of Seller’s breach, CRA shall provide Seller written notice (the “Breach Notice”) that identifies Seller’s breach, the corrective actions Seller must undertake to correct the breach, and the date by which Seller must correct the breach. CRA reserves the right to withhold payments to Seller until such time as Seller corrects the breach or CRA elects to terminate the Contract. CRA may terminate the Contract if Seller fails to correct the breach by the date identified in the Breach Notice.

The duties and obligations imposed by this Contract and 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.

- 24. **FEDERAL LAW.** Seller certifies that it has read and understood all requirements of federal law imposed by the Federal Aviation Administration on Seller and restated in Exhibit A, which is attached hereto and incorporated into this Contract as if fully restated herein.

WITNESS OUR HANDS this _____ day of _____, 2018.

WITNESS: City of Concord – Concord-Padgett Regional Airport
PURCHASER

_____ By: _____
City Manger

WITNESS: _____
SELLER

_____ By: _____
TITLE _____
ADDRESS _____

(Corporate Seal, if any)

APPROVED FOR LEGAL FORM:

BY:

Exhibit A

Required Federal Clauses for Equipment Contracts at Airport Facilities

1. Access to Records and Reports. The Seller must maintain an acceptable cost accounting system. The Seller agrees to provide the CRA, the Federal Aviation Administration (“FAA”), 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 Seller which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts and transcriptions. The Seller agrees to maintain all books, records and reports required under this Contract for a period of not less than three (3) years after final payment is made and all pending matters are closed.

2. Buy American Preferences. The Seller agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, except those: (1) that the US Department of Transportation (“DOT”) has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; (2) that the US DOT has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preferences would be inconsistent with the public interest; or (3) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent. Seller certifies that it completed and submitted the applicable Buy America Certification with its bid or offer.

3. Civil Rights – General. Seller agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Seller and sub-tier contractors from the bid solicitation period (if applicable) through the completion of the Contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

4. Title VI Clauses for Compliance with Nondiscrimination Requirements. During the performance of this Contract, Seller, for itself, its assignees and successor interest (hereinafter referred to collectively as the “Seller” in this Section), agrees as follows:

(a) **Compliance with Regulations.** Seller (hereinafter includes consultants) shall 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.

(b) **Nondiscrimination.** Seller, with regard to the work performed by it during this Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Seller shall not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.

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

(d) Information and Reports. Seller shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by CRA or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of Seller is in the exclusive possession of another who fails or refuses to furnish the information, Seller shall so certify to CRA or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance. In the event of Seller's noncompliance with the Nondiscrimination provisions of this Contract, CRA shall impose such Contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- (i) Withholding of payments to Seller under this Contract until Seller complies, and /or
- (ii) Cancellation, termination, or suspension of this Contract, in whole or in part.

(f) Incorporation of Provisions. Seller shall include the provisions of paragraphs (a) through (e) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Seller shall take action with respect to any subcontract or procurement as CRA or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Seller becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Seller may request CRA to enter into any litigation to protect CRA's interests. In addition, Seller may request the United States to enter into the litigation to protect the interests of the United States.

5. **Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this Contract, Seller, for itself, its assignees, and successors in interest (referred to collectively as the "Seller" in this Section) agrees to comply with the following nondiscrimination statutes and authorities, including but not limited to:

(a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

(b) 49 C.F.R. part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

(c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

(d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. part 27;

(e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

(f) Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

(g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

(h) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

(i) The FAA’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

(j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

(k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

(l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

6. **Disadvantaged Business Enterprise.** The Seller, sub recipient or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Seller shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Seller to carry out these requirements

is a material breach of this contract, which may result in the termination of this contract or such other remedy as the CRA deems appropriate.

7. Prompt Payment to Subcontractors. Seller agrees to pay each subcontractor under this prime Contract for satisfactory performance of its contract no later than fifteen (15) business days from the receipt of each payment Seller receives from CRA. Seller agrees further to return retainage payments to each subcontractor within fifteen (15) business days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of CRA. This clause applies to both DBE and non-DBE subcontractors.

8. Energy Conservation Requirement. Seller and all subcontractors agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

9. Federal Fair Labor Standards Act. This Contract and all subcontracts that result from the Bid incorporate by reference the provisions of 29 U.S.C. part 201, the Federal Fair Labor Standards Act ("FLSA"), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Seller has full responsibility to monitor compliance with the FLSA. Seller must address any claims or disputes that arise from this requirement directly with the US Department of Labor – Wage and Hour Division.

10. Occupational Safety and Health Act. This Contract and all subcontracts that result from this Bid incorporate by reference the requirements of 29 CFR Part 1910, the Occupational Safety and Health Act ("OSHA"), with the same force and effect as if given in full text. Seller shall provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Seller retains full responsibility to monitor its compliance and its subcontractors' compliance with the applicable requirements of OSHA. Seller 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.

11. Trade Restriction Certification. By submission of an offer, and/or acceptance of this Contract pursuant to such offer, the Seller certifies that with respect to this Contract, the Seller –

(a) Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representatives (U.S.T.R.);

(b) Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.; and

(c) Has not entered into any subcontract for any product to be used on the Project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

The Seller shall provide immediate written notice to CRA if the Seller learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Seller shall require subcontractors to provide immediate written notice to the Seller if at any time the subcontractor 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, this Contract shall not be awarded to a Seller or subcontractor:

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

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

The Seller agrees that it will incorporate this provision for certification without modification in all lower tier subcontracts. The Seller may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R., unless the Seller 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 Seller or any subcontractor knowingly rendered an erroneous certification, the FAA may direct through Purchaser cancellation of this Contract or any subcontract for default at no cost to Purchaser or the FAA.

12. **Veterans Preference.** To the extent this Contract requires labor to carry out its terms, in the employment of labor (excluding executive, administrative, and supervisory positions), the Seller and all subcontractors must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 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.

13. **Distracted 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), and to the extent applicable to the work performed under this Contract, the Seller shall 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 Seller shall include this clause in all subcontracts exceeding \$3,500 and involving driving a motor vehicle in performance of work activities associated with the Project.

14. **Prohibition of Segregated Facilities.**

(a) The Seller agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Seller agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Seller shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

15. **Energy Conservation Requirements.** Seller and any subcontractors agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*)

16. **Procurement of Recovered Materials.** Seller and any 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 Seller and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the EPA under 40 CFR Part 247 whenever:

(a) The Contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or

(b) The Seller 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/epawaste/conservation/tools/cpg/products/.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the Seller 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.

**SELLER'S SWORN STATEMENT
OF FINAL PAYMENT**

**CONCORD-PADGETT REGIONAL AIRPORT
CONCORD, NORTH CAROLINA**

AIRCRAFT RESCUE AND FIRE FIGHTING TRUCK

C.R.A. PROJECT NO. 2384

CITY OF CONCORD

COUNTY OF CABARRUS

Affiant _____, being duly sworn, deposes and states that (he/she) is _____ of _____ and that (he/she) is duly authorized to make this affidavit on behalf of the Seller and that (he/she) has first-hand knowledge of the facts herein stated. Affiant states that the Work under Contract has been fully completed, in accordance with the Contract Documents, and that all bills for labor or Materials furnished to, or used by, the Seller in the Work have been fully paid. Affiant states that all labor employed upon said Work has been fully paid. Affiant further states that all subvendors, employees and furnisher of machines, Equipment, tools, Materials and labor have each and all been paid for in full. Affiant further states that _____ (name of Seller) waives all rights it may have to any liens, claims, damages or other causes of action arising from the Work on the Project or the Contract. All capitalized terms herein shall have the same meanings assigned to them in the Contract Documents for the Project known as 2018 ARFF Purchase. IN TESTIMONY WHEREOF, I have hereunto affixed my signature at Concord, North Carolina, this ____ day of _____, 2018.

(Affiant)

Printed Name and Title

(NORTH CAROLINA)

COUNTY OF CABARRUS

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of ____, 20__, by _____.

My commission expires: _____

NOTARY PUBLIC, State

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Sub awards indeed but are not limited to subcontracts, sub grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (I FB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

ATTACHMENT 2

**AFFIDAVIT OF SELLER AND
PARTIAL RELEASE OF LIEN AND CLAIMS**

CONCORD-PADGETT REGIONAL AIRPORT

CONCORD, NORTH CAROLINA

_____ (Seller), in connection with the _____ (Project Name), and under Contract with CRA, has performed Work and/or furnished Equipment, Materials and/or machinery for the period from _____ to _____, as set forth in Progress Payment Application No. _____.

As inducement for CRA to make future Progress Payments to Seller, Seller hereby warrants, swears and acknowledges that all labor, payroll taxes, Materials, Equipment, machinery, tools and/or other bills or claims, the cost or expense of which was incurred by the undersigned for this Project on or before _____, have been paid in full. The undersigned further certifies that it has complied with all federal, state and local tax and employment laws, including but not limited to Social Security, unemployment and workers' compensation laws, applicable to its Contract and Work on the Project through the date hereof.

The undersigned hereby waives and releases all rights to liens and/or claims against CRA or the Project relating to the performance of its Work under this Contract, and further states that no other person or entity has a right to a lien or claim against CRA or the Project on account of Work performed or for Material, Equipment or machinery furnished by or to Seller through _____ (date). This waiver and release is made only to the extent of Work performed, or Material, equipment or machinery furnished, through _____ (date).

Seller

Signature/Title

Printed Name/Title

Date

BOND NO.

BID BOND

**CONCORD-PADGETT REGIONAL AIRPORT
CONCORD, NORTH CAROLINA**

AIRCRAFT RESCUE AND FIRE FIGHTING TRUCK

C.R.A. PROJECT NO. 2384

KNOW ALL MEN BY THESE PRESENTS, that [_____], as Principal, and [_____], as Surety, [_____] (**Surety's mailing address**) are hereby held and firmly bound unto the City of Concord as OWNER (hereinafter OBLIGEE) in the penal sum of [_____] Dollars [(\$ _____)] (which represents 10% of the Bid), for the payment of which we jointly and severally bind ourselves, our successors, and assigns, to enter into a contract with the Obligee and furnish all required bonds, insurance certificates and other documents, all within the times specified and otherwise in accordance with the terms of the Bid submitted to the Obligee for the purchase of **the Aircraft Rescue and Fire Fighting Equipment**.

NOW, THEREFORE, the condition of the above obligation is such that:

If Obligee shall reject the Bid of the Principal, then the obligations hereunder shall be null and void; or,

If said BID shall be accepted as to any or all of the items, equipment, materials or workmanship proposed to be furnished thereby, or as to any portion of the same, and if the Principal shall execute and deliver the Contract provided in the Contract Documents to the Obligee, within the period specified, after the Notice of Award to furnish all items, equipment, materials and work at the bid prices, together with the specified bonds, then this obligation shall be void, otherwise, the same shall remain in force and effect.

The Surety hereby binds itself and its successor to pay the Obligee in the event that the Principal fails to enter into such Contract and to give such bonds within the specified time period set forth in the Specifications, the difference in money between the amount of the Principal's bid as accepted, and the amount for which the Obligee may contract with others for such work, if the latter be in excess of the former, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal sum hereof. Surety agrees that it will make payment to obligation within thirty (30) days of notification of the failure of its Principal to honor its Bid.

ATTACHMENT 4

The Surety, for valid consideration which it acknowledges having received, hereby stipulates and agrees that its obligations under this BOND shall not be released, impaired, or affected by any extension of the time within which CRA may accept such BID; and Surety does hereby waive notice of any such extension.

Any such legal proceeding shall be brought in any court of competent jurisdiction, having within its geographical jurisdiction Cabarrus County, Concord N.C. and not elsewhere. By signing and executing this bond, the Principal and Surety acknowledge and consent to said jurisdiction.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, the day and year first set forth above.

Signed and Sealed this _____ day of _____, 20____.

(Principal) (Seal)

(Witness) (Title of Principal)

(Seal)

(Witness) (Title of Surety)

- NOTE:
- (1) Date of BOND must not be prior to date of Contract. If PRINCIPAL is Partnership, all partners should execute BOND.
 - (2) A valid Power of Attorney must be attached hereto from a North Carolina agent of the Surety.

IMPORTANT: Surety companies executing bonds must appear on the United States Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business and to underwrite and issue bonds in the City of Concord. The bond must be signed by a licensed resident North Carolina Agent on behalf of the Surety as the Surety's Attorney-in-Fact. A current Power of Attorney of the Surety's agent must be attached at such time as this bond is delivered to CRA.

City of Concord
P.O. Box 308
Concord, North Carolina

The undersigned, as bidder, hereby declares the Proposal is made without Connection with any other person, company, or parties making a similar bid or proposal, and that it is in all respects fair and in good faith without collusion or fraud. The Bidder has carefully examined the annexed form of the specifications and instructions to the bidder and hereby declares that he will furnish the material called for in a manner prescribed in the specifications and instructions to bidders for the following prices listed.

DELIVERY DATE _____

PRICE _____

COMPANY NAME _____

AUTHORIZED SIGNATURE _____

TYPE NAME AND TITLE _____

FEDERAL ID # _____

NC CONTRACTORS LICENSE # _____

TELEPHONE # _____

Note:
This signature page must be signed for your bid to be valid.

Signature

END OF DOCUMENTS

Attachment 5