



INVITATION TO BID (ITB)

Department of Aviation
County of Humboldt

COUNTY DEPT

Department of Aviation

BID NUMBER

AV2025-002

**ASSOCIATED
CONTRACT #s**

AIP NO. 3-06-0010-0xx-2025 / LOCHNER NO. 24139

BID TITLE

**ACQUIRE AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF)
VEHICLE**

PURPOSE

The County of Humboldt is soliciting responses from qualified vendors for an Aircraft Rescue and Fire Fighting (ARFF) vehicle for use by Humboldt County Aviation at the California Redwood Coast-Humboldt County Airport (ACV). Please be advised that this purchase will be partially or fully funded with federal funds, and therefore requires compliance with applicable federal funding provisions.

**DEADLINE FOR
BID
SUBMISSION**

June 18, 2025

2:00 P.M. Pacific Time

LATE OR UNSIGNED PROPOSALS WILL BE REJECTED

**SUBMIT BIDS
TO
THIS ADDRESS**

HUMBOLDT COUNTY, DEPARTMENT OF AVIATION
3561 BOEING AVENUE, ROOM 206A
MCKINLEYVILLE, CA 95519

**SPECIAL
INSTRUCTIONS**

- ☐ **Label the lower left corner of your sealed submittal package with the bid number.**
- ☐ **Submit one original proposal with the following required forms:**
 - **Signature Affidavit**
 - **Bid pricing on the respective Cost Proposal Form (Bid Form)**
 - **Vehicle and Equipment Specifications**
 - **Reference Data Sheet (new vendors only)**

**DIRECT ALL
INQUIRES TO**

NAME Curt Eikerman

TITLE Airport Operations Manager

PHONE # (707) 613-0531

EMAIL aviation@co.humboldt.ca.us

WEB SITE humboldtgov.org/bids

DATE ITB ISSUED: 06/03/2025

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TO BE COMPLETE AFTER ALL EDITS ARE DONE



COUNTY OF HUMBOLDT
DEPARTMENT OF AVIATION

NOTICE TO BIDDERS

Bid No. AV2025-002

Each Bid must be contained in a sealed envelope addressed as set forth in said Bid Documents, and delivered to

Humboldt County, Department of Aviation
3561 Boeing Avenue
McKinleyville, California, 95519

at or before 2:00 p.m., PDT, on **June 18**, 2025. Bid packages may be delivered via the following methods:

1. Mail or use a delivery service to send bid package to the Department of Aviation, 3561 Boeing Avenue, McKinleyville, California, 95519
2. Hand deliver bid package to the Department of Aviation, 3561 Boeing Avenue, McKinleyville, California, 95519

All Bids will be publicly opened and amounts read aloud by the Humboldt County Department of Aviation in the upstairs conference room, located in the Airport Terminal Building, 3561 Boeing Avenue, McKinleyville, California.

ACQUIRE AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) VEHICLE
AIP NO. 3-06-0010-0xx-2025 | LOCHNER NO. 24139

Bids are required for the procurement of an AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) VEHICLE as described herein:

Delivery of an ARFF Vehicle and auxiliary equipment must be completed within 365 calendar days of the fully executed contract.

Bid Documents may be viewed at the Humboldt County Department of Aviation, 3561 Boeing Avenue, McKinleyville, California, 95519 and on Humboldt County's website at: <http://humboldt.gov/Bids.aspx>.

To receive electronic bid documents, prospective bidders must email a request to the Department of Aviation Office, aviation@co.humboldt.ca.us. Failure to register as a plan-holder with Department of Aviation may result in a nonresponsive bid.

A non-mandatory pre-bid meeting will be held via videoconference on _____, 2025 at _____ a.m. (PDT). Meeting access instructions will be sent to all planholders. Questions should be emailed to the Department of Aviation at aviation@co.humboldt.ca.us.

The County reserves the right to reject any or all Bids or to waive any informalities in any Bid. No Bid shall be withdrawn for a period of ninety (90) calendar days subsequent to the opening of Bids without the consent of the County.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990. The County of Humboldt affirms that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, will be afforded full opportunity to submit bids in response to this invitation.

This project is subject to the "Buy America" provisions of the Surface Transportation Act of 1982, as amended by the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto.

BUY AMERICAN PREFERENCE
(Title 49 USC § 50101, Executive Order 14005, Ensuring the Future is Made in All
of America by All of America's Workers, Bipartisan Infrastructure Law
(Pub. L. No. 117-58), Build America, Buy America (BABA))

Certification of Compliance with Buy American Preference Statement

FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

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

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.¹

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

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COUNTY OF HUMBOLDT
DEPARTMENT OF AVIATION

INVITATION TO BID

Bid No. AV2025-002

1. INTRODUCTION AND OVERVIEW

- A. The County of Humboldt, Department of Aviation is soliciting bids from qualified vendors (“Bidder” or “Bidders”) for the products and/or services specified herein. See all solicitation documents, attachments, and forms for further details.
- B. The County will issue a purchase order to the successful Bidder. Upon receipt of the purchase order, an order acknowledgement is required.
- C. This solicitation package contains all the information and documents necessary to prepare and submit a responsive bid. Vendors are cautioned to read all of the documentation provided and are responsible for complying with all requirements identified herein.
- D. The County, in its sole discretion, may reject any or all bids/responses received.

2. MINIMUM QUALIFICATIONS

Respondents to this solicitation must meet the following qualification: (1) Bid Submittal Drawings: A complete set of vendor’s specifications and CAD drawings are required to be provided with the bid submittal. Drawings must show the interior: floorplan, curb side, and street side view, as well as the exterior street side, front, and rear views.

3. PROCEDURE FOR SUBMITTING QUESTIONS AND INQUIRIES

Any questions or objections to the structure, content, or distribution of this solicitation must be submitted directly to: aviation@co.humboldt.ca.us. Objections must be as specific as possible and must identify the solicitation section number and title, as well as a description and rationale for the objection.

4. BIDDING

Bid Criteria, Special Provisions (not including documents included by reference) and Proposal Forms may be downloaded from the County of Humboldt website at: <http://humboldt.gov.org/Bids.aspx>.

Note that Bid Criteria, Special Provisions and Proposal Forms posted on the County's web site may be used to submit a bid, however prospective bidders must register as a plan-holder. Failure to register as a plan-holder with the Department of Aviation may result in a nonresponsive bid.

To **register as a plan-holder**, prospective bidder must email a request to the following project contact: Department of Aviation Office, aviation@co.humboldt.ca.us.

All bid proposals and materials submitted in response to this Notice to Bidders shall become the County's property and are subject to disclosure under the Public Records Act, California Government Code Sections 6250, et seq. All bid proposals submitted in response hereto, are considered public information, except for specifically identified trade secrets, which will be handled according to any and all applicable local, state and federal laws and regulations. Any portion of a bid proposal that is deemed to be a trade secret by the bidder shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch (1/2") letters. Specifically identified proprietary information will not be released, if the bidder agrees to indemnify and defend the County in any action brought to disclose such information. By submitting a bid proposal in response to this Notice to Bidders, the bidder agrees that the County's failure to contact the bidder prior to the release of any proprietary information contained therein will not be a basis for liability by the County or any employee thereof. Items considered public information will be available for review after the bid opening.

All responses to this solicitation must be sealed and submitted by mail or delivered in person. Bid responses are secure and are not accessible by anyone but the bidder until after the bid end date and time indicated in this solicitation. The County publicly opens and reads bids at the time and place shown on the Notice to Bidders.

The County is not responsible for any late or incomplete submissions, including those due to delays in postal service. Bidders must submit all required documentation.

5. PRICE DETERMINATION AND SELECTION PROCESS

- A. Responsiveness: Responses will be examined to ensure that the respondent submitted all required documentation and is responsive to all specifications, requirements, and minimum qualifications (if applicable)
- B. Responsibility: Responders must have attributes of trustworthiness, quality, fitness, capacity, and experience demonstrating that they can satisfactorily provide the specified goods and services. This may be verified by the County through multiple sources, including, but not limited to, customer references.
- C. Award for this solicitation will be made to the lowest priced responsive and responsible bidder of the total base bid. Freight and/or shipping charges shall be provided at no additional cost to the County, unless specified as a separate line item in this solicitation.
- D. Unless otherwise indicated (e.g. to be awarded by line item or package), each and every line item must be completed to be considered responsive. Partial bids shall not be accepted unless the solicitation specifies that award is to be made by line item.
- E. Final award shall be contingent upon the selected vendor accepting the County's standard Terms and Conditions and Insurance Requirements as specified in this solicitation. Vendors will be required to Register on the County's Vendor List by completing the Vendor Registration Form: <https://humboldt.gov.org/280/Purchasing>

6. BID PROTESTS

Any bid protest must be in writing and must be received by the Department of Aviation at 3561 Boeing Avenue, McKinleyville, CA 95519, before 5:00 p.m. no later than three (3) working days following bid opening (the "Bid Protest Deadline") and must comply with the following requirements:

- 1. Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
- 2. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.
- 3. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

4. The protested bidder may submit a written response to the protest, provided the response is received by the Department Director before 5:00 p.m., within two (2) working days after the Bid Protest Deadline or after receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address and telephone number of the person representing the protested bidder if different from the protested bidder.
5. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings. Any addenda or bulletins issued during the time of bidding, or forming a part of the documents issued to the Bidder for the preparation of his bid, shall be covered in the bid, and shall become a part of the Agreement.

ATTACHMENT A – SCOPE OF SERVICES & REQUIREMENTS

1. GENERAL SPECIFICATION REQUIREMENTS

- 1.1 Quality and Workmanship: The manufacturer shall use components, materials and design practices that are the best available in the industry for the type of operating conditions to which the fire apparatus shall be subjected. Engine, transmission, drivetrain, electrical, brake, suspension, wheels, tires, pumper constructed body and all other parts of the apparatus shall be heavy duty, and selected to give maximum performance, service life, and safety and shall meet all requirements of this specification.
- 1.2 Condition: The fire apparatus chassis and fabricated body with all associated equipment shall be new and unused, and the most current production model consisting of parts and materials that are the proper size, quality and design for the units specified.
- 1.3 Rules and regulations: The fire apparatus shall comply with all current regulations and standards as outlined in NFPA 1900. This Procurement Specification covers a commercially produced diesel engine driven Aircraft Rescue Fire Fighting (“ARFF”) vehicle for an Index B airport. It includes a 1500-gallon water/Aqueous Film Forming Foam fire suppression system: 500 lb. sodium-based dry chemical only complementary system.

2. GENERAL INFORMATION

- 2.1 The County of Humboldt is soliciting bids for one commercially produced diesel engine driven ARFF vehicle, as defined herein, which includes the specifications listed in Attachment A-1.
- 2.2 Vendor shall provide all ancillary items listed in Attachment A-2 as the items pertain to Class 4 ARFF vehicles.
- 2.3 Delivery: Vehicles shall be delivered from the factory to the dealer’s specified Freight On Board (FOB) point.
 - 2.3.1 The County FOB point is as follows:
 - California Redwood Coast-Humboldt County Airport
 - 3561 Boeing Avenue
 - McKinleyville, CA 95519
 - 2.3.2 To schedule delivery, the Vendor or Manufacturer is to schedule a time with the Airport Operations Team by calling (707) 496-0102. Deliveries shall be scheduled to allow sufficient time for the County to inspect and accept the vehicle.
- 2.4 Receiving Inspection: The vehicle chassis and fabricated body shall be fully inspected at the time of delivery and if rejected because of deficiencies, it shall be the vendor’s responsibility to make the necessary corrections. Payment and/or the commencement of a discount period (if applicable) will not be made until the vehicle meets the County’s specifications.
- 2.5 Demonstration and Evaluation: The County reserves the right to request, and the vendor shall agree to provide, an “on the job demonstration and evaluation” for the County’s Aviation Department.

2.6 Prototype Vehicles: No prototype or experimental vehicles will be accepted.

3. SPECIFICATIONS

3.1 Bid Submittal Specifications: Drawings: A complete set of vendor's specifications and CAD drawings are required to be provided with the bid submittal. Drawings must show the interior floorplan, curb side, street side, interior view, curb side and street side exterior view, along with front and rear exterior view. All component locations must also be submitted with the bid for the purpose of comparison. These drawings must reflect the actual unit being proposed based on specifications defined herein.

4. INSPECTION TRIPS

4.1 All travel to the factory will be the responsibility of the County. The vendor or manufacturer shall notify the County providing sufficient time to schedule travel arrangements that align with the mid-construction and final inspection meetings, as referenced below.

4.2 Mid-Construction Factory Trip: The mid-construction factory trip is to ensure the specifications and workmanship are in accordance during the build process, with the equipment being in an approximate 50% stage of completion and prior to final paint and assembly. The County can elect to conduct this inspection virtually, if funding constraints or scheduling impacts require.

4.3 Final-Construction Factory Trip: The final construction inspection must be of the completed product before delivery/shipping. The equipment shall be ready for service with no pending items.

5. TRAINING

5.1 Mechanic's Training: Within 30 days after delivery, the vendor shall provide a minimum of 40 hours of training for at least two Department of Aviation staff. Training shall include all necessary information and training for proper preventative maintenance, testing, calibration, and repair procedures, for all vehicle, engine, transmission, testing, calibration, and repair procedures, for all vehicle, engine, transmission, drivetrain, chassis, electrical, and fire suppression systems. This training shall be proctored by the vehicle manufacturer. Training location shall be at the California Redwood Coast-Humboldt County Airport and will be scheduled with the Airport Operations Manager.

ATTACHMENT A-1 ARFF VEHICLE PROCUREMENT SPECIFICATION, CLASS 4
VEHICLE PROCUREMENT SPECIFICATION, CLASS 4

[INSERT ATTACHMENT A, OR JUST ATTACH SEPARATELY]

ATTACHMENT A-2 – ANCILLARY ITEMS LIST FOR ARFF VEHICLES, CLASS 4
APPENDIX A. ANCILLARY ITEMS LIST FOR ARFF VEHICLES

ARFF vehicles that meet the FAA design standards and safety gear may be eligible for Airport Improvement Program (AIP) funding. The information in this Advisory Circular must be used in conjunction with FAA Order 5100.38, *Airport Improvement Program Handbook*, to make eligibility and justification determinations for funding ARFF safety equipment with AIP.

Table A-1. Ancillary Item Type and Quantity per Vehicle Class

Item #	Equipment Description	Class I, II & III	Class IV & V
1	Radio w/public address system w/ Ground to Ground, compatible with existing ARFF Radio System. Includes radio microphone, PA microphone, microphone mounting clips, speaker, antenna, wire harness and mounting	1	1
2	Axe, rescue, large, standard head with 36 in fiberglass handle; to include scabbard and pick head cover and mounting equipment	1	1
3	Halligan Bar – 36 in	1	1
4	Axe, flat head, fiberglass handle - 36 in with mounting bracket, (for married set w/Halligan Tool)	1	1
5	36 in crowbar	1	1
6	Cutter, cable, 24 or 36 in	1	1
7	Hacksaw, heavy duty, 12 in with pistol grip and six (6) assorted blades	1	1
8	Hammer, 1-1/4 lb. (Maul)	1	1
9	Hammer, 16 oz., non-sparking	1	1
10	Hammer, Sledge, 8 lb. with fiberglass handle	1	1
11	Knife, rescue, V-blade (harness cutting tool)	2	2
12	Pliers, side cutting, 7 in	1	1
13	Adjustable wrench, 8 in		
14	Vice grip pliers, 10 in	1	1
15	Plug, fuel line (tapered hardwood)	3	3
16	Plug, fuel line (tapered neoprene)	3	3

17	Screwdriver set—three (3) Phillips and three (3) straight blade	1	1
18	Shears, sheet metal, straight cut	1	1

Item #	Equipment Description	Class I, II & III	Class IV & V
19	Tool Bag (heavy duty) with organizer pouches/pockets and shoulder strap to carry items 6 - 18	1	1
20	Blanket, fire resistant with storage pouch	1	1
21	Wheel chocks – one set (2 chocks) with mounting brackets	1	1
22	Ladder, extension or “A-Frame”, up to 24 ft. overall length with mounting brackets.	1	1
23	Portable rechargeable, weatherproof, intrinsically safe hand-held lanterns having a minimum 25,000 beam candle power rating with straps. Chargers to be mounted in cab wired into vehicle electrical system for charging.	2	2
24	Pike pole, 8 ft. with fiberglass handle and mounting hardware	1	1
25	Pike Pole with 4 ft. “D” handle and mounting hardware	1	1
26	Rescue kit, pneumatic air hammer / chisel standard duty type), complete with spare air cylinder, carrying case and various tips.	1	1
27	Rescue saw, 14 in (Index A & B) or 16 in (Index C, D, E) complete with one (1) box of spare blades (composite masonry blades) or total 2 Diamond blades for metal. Including mounting hardware. **	1	1
28	Rope, 100 ft. - 5/8 in diameter	2	2
29	Fire extinguishers having a minimum 20 B/C UL rating of either dry chemical or clean streaming agent with mounting brackets.	2 or 1 Each	2 or 1 Each
30	Fire extinguisher Class D powder (30 lb.) with mounting bracket	1	1
31	Skin penetrator (piercing applicator) for water or foam application, manual type or Skin penetrator, water, foam or dry chemical application, pneumatic type including carry case, applicator and air cylinder (only if vehicle is not equipped with an HRET)	1	1
32	Powered firefighting hydraulic rescue tool with cutters, spreaders, (or combination tool), ram and power unit, hoses and mounting hardware (may be heavy duty battery operated) **	1	1

33	Heavy duty canvas hydrant bag with straps	1	1
34	Gate valve 2 ½ in	2	2
35	Female gated reducing wye. 2 ½ in Female × (2) 1 ½ in Male	1	1
Item #	Equipment Description	Class I, II & III	Class IV & V
36	Adjustable hydrant wrench capable of accommodating up to a 1.75 in. (4.4-cm) pentagon nut and up to a 1.25 in. (3.2-cm) square nut	1	1
37	2-1/2 in. spanner wrenches w/bracket	2	2
38	1 in. spanner wrenches w/ bracket	2	2
39	LDH spanner wrenches w/ mounting bracket	0	2
40	Reducer, non-swivel – 2 ½ in to 1 ½ in *	2	2
41	Double female couplings – 1 ½ in *	1	1
42	Double female couplings – 2 ½ in *	1	1
43	Double male couplings – 1 ½ in *	1	1
44	Double male couplings – 2 ½ in *	1	1
45	1 ¾ in × 50 ft. Rubber / Synthetic, with 1 ½ in NST couplings	6	6
47	Digital Refractometer or Conductivity Meter **	1	1
48	Automatic External Defibrillator **	1	1
49	Foam tank drum wrench tool **	1	1
50	5-gal pail wrench **	1	1
51	Full spine board, 6 ft. w/ 4 -9 straps	1	1
52	Positive pressure, variable speed, 18 in gasoline or battery powered fan **	1	1

Note: * Provide information on large diameter adapter thread pipe as part of the bid documents.

Note: **One per station

Table A-2. Personal Protection Equipment (PPE)

Item #	Equipment Description ***	Class I, II & III	Class IV & V
54	Aluminized proximity reflective/radiant heat protection trousers with pockets and exchangeable knee re-enforcements - sizes to be provided to awarded vendor. Equivalent structural firefighting equipment may be substituted for aluminized proximity equipment.	3 pr	4 pr
55	ARFF aluminized proximity gloves which provides reflective/radiant heat protection w/ leather palms - sizes to be provided to awarded vendor. Equivalent structural firefighting equipment may be substituted for aluminized proximity equipment.	3 pr	4 pr
56	ARFF boots, rubber, with pull on loops, toe and cushioned shin guard, sizes to be provided to awarded vendor.	3 pr	4 pr
57	Complete SCBA including one 45-minute bottle, one face piece per shift. Must meet current NFPA 1981 Standard and match customer's standard fittings.	3	4
58	Nomex hoods	3	4
59	Structural style helmets w/ aluminized shrouds and gold-coated face shield. Equivalent structural firefighting equipment may be substituted for aluminized proximity equipment.	3	4

Note: *** All Personal Protection Equipment (PPE) to be part of a matching ensemble that meets current NFPA 1971 standards.

Item #	Equipment Description ***	Class I, II & III	Class IV & V
53	Aluminized proximity reflective/radiant heat protection coats, with bellow and radio pockets with microphone tab - sizes to be provided to awarded vendor. Equivalent structural firefighting equipment may be substituted for aluminized proximity equipment.	3 pr	4 pr

Table A-3. ARFF Vehicle Medical Kit – 1 Stocked Kit Per Vehicle – All Classes

Item #	Item ****	Details	Qty. per Jump Kit
60	Bag Valve Mask Resuscitator Adult Kit	To include – 1 Small – 1 Medium -1 Large Mask	1 kit
61	Bag Valve Mask Resuscitator Child / Infant Kit	Child / Infant Mask Assortment	1 kit
62	1 Disposable Airway Kit		1 Kit
63	1 Burn sheet		1
64	Adhesive Bandages	1" × 3"	25
65	ABD Pads	5" × 9"	2
66	Multi Trauma Dressing	12" × 30"	1
67	Sterile Gauze Pads	4" × 4"	25

Item #	Item ****	Details	Qty. per Jump Kit
68	Sterile Eye Pads		4
69	Petroleum Gauze	3" × 9"	2
70	Sterile Roller Bandage	4"	5
71	Sterile Roller Bandage	6"	5
72	Waterproof Tape	1"	2
73	Waterproof Tape	2"	1
74	Triangular Bandages		2
75	Elastic Bandage	3"	2
76	Elastic Bandage	4"	2
77	BP Cuff		1
78	Stethoscope	With Bell for Chest Sounds	1
79	Cold Packs	Instant	2
80	Instrument Pack	1 each, shears, forceps, bandage scissors, penlight flashlight	1
81	Space Blanket	Wrapped	4
82	Nitrile Gloves		5
83	Sterile Water	For irrigation	1 bottle

Note: **** Medical kit, first aid/first responder trauma kit, with shoulder strap – only one per truck. This table shows only the contents of the primary kit and is not intended to be used for additional kits.

ATTACHMENT B – STANDARD TERMS AND CONDITIONS

(Invitation to Bid/ Request for Proposal/Contracts)

1. Preparation of solicitations:

- a. Failure to examine any drawings, specifications and instructions will be at proposer's risk. Unless all information is complete, solicitation may be disregarded.
- b. Original solicitations must be printed in ink . No erasures permitted. Errors may be crossed out and corrections printed in ink adjacent and must be initialed in ink by the person signing the solicitation. In case of error in extension, the unit price will govern. Where faxed solicitations are accepted, original documents must follow within 48 hours of solicitation due date.
- c. Brand names: Any reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Unless the proposer specifies otherwise, it is understood that the proposer is offering a referenced brand item as specified in the solicitation. In case of question, the County reserves the right to have the vendor prove that a substitute offer is equivalent to and meets the quality indicated by the brand name references. The County requires that a proposer offering a substitute must supply descriptive material.
- d. Time of delivery is part of the contract and must be adhered to. Time, if stated as a number of days, shall mean working days.

2. Failure to Respond:

Failure to respond or advise the office of the County Purchasing Agent that future invitations for solicitations are desired may result in the removal of your name from our vendor registration list.

3. Submission of Solicitations:

Submissions must be signed and sealed, with the solicitation number and address on outside of envelope. All solicitations must be signed with the firm name and by a responsible official or employee. Obligation assumed by such signature must be fulfilled.

4. Unfair Practices Act and other laws:

Solicitations shall be in accordance with the Unfair Practices Act (Business & Professions Code Section 17000 et. Seq.) and all other applicable State and Federal laws and regulations, and the Fair Employment Practices Act.

5. Taxes, Fees, Expenses, and Extras:

- a. Articles sold to the County are exempt from certain Federal excise taxes. The County will furnish an exemption certificate.
- b. Unless otherwise specified by the proposer, the prices quoted should not include California state and local sales and use taxes. When requested, sales and use taxes should be stated separately.

- c. No charge for delivery, drayage, express, parcel post, UPS, packing, cartage, insurance, license fees, permits, cost of bonds, or for any purpose will be paid by the County unless expressly included and itemized in the solicitation.

6. Award/Rejection:

- a. Unless the proposer specifies otherwise in his solicitation, the County may accept any item or group of items of any solicitation.
The County reserves the right to modify or cancel in whole or in part its solicitations.
- b. The County reserves the right to reject any or all solicitations and to waive informalities in solicitations received.
- c. In determining and evaluating the best quotation, the prices will not necessarily be controlling, but quality, equality, efficiency, utility, suitability of the equipment offered, and any other relevant factors. The Purchase Agent and requesting department shall be the sole judge in the determination of these matters.
- d. Solicitations are subject to acceptance at any time within 30 days minimum after opening, unless otherwise stipulated.
- e. Discounts involving discount periods of less than 30 days will not be included in the price calculation.

7. Liens:

The vendor warrants and represents that goods, wares or merchandise offered herein are free and clear from all claims and liens of any nature whatsoever.

8. Patent Indemnity:

The vendor shall indemnify, defend and hold harmless the County of Humboldt, its officers, agents and employees from liability of any nature of any kind, including costs and expenses for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract.

9. Covenant against Gratuities:

The vendor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the vendor, or any agent or representative of the vendor, to any officer or employee of the County with a view toward securing the contract or securing the favorable treatment with respect to any determinations concerning the performance of the contract.

10. Samples:

Samples of items, when required, must be furnished free of expense to the County and if not destroyed by test, may be returned at the proposer's expense upon request.

11. Rights and Remedies of County for Default:

- a. In the event any item furnished by the vendor in the performance of the contract should fail to conform to the specifications therefore, or to the sample submitted by the vendor with his

solicitation, the County may reject the same, and it shall thereupon become the duty of the vendor to reclaim and remove the same forthwith, without expense to the County, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should the vendor fail, neglect, or refuse so to do, the County shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quality of any such items and to deduct from any moneys due or that may thereafter become due to the vendor the difference between the prices named in the contract and the actual cost thereof to the County. In the event the vendor shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of the County to purchase in the open market and to reimburse set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government.

- b. Cost of inspection of deliveries or offers for delivery, which do not meet specifications, will be charged to the vendor.
- c. The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

12. Liability:

The County shall not be responsible for any damage that may accrue by reason of the death or injury of the person of the vendor's officers, agents, employees, invitees, or licensees, or for any damage to any property of the Vendor, or that may arise or be set up at any time because of personal injury or damage to property sustained by any other person, which may have been caused or contributed to, approximately or remotely, by reason of or in the course of this solicitation. The Vendor shall assume full responsibility for the defense of any claim arising under this solicitation and the Vendor shall indemnify, defend and hold harmless the County, all officers, agents and employees thereof, from all damages, cost, or expenses, in law or in equity because of personal injury, property damage or alleged or actual patent infringements based on the performance of this bid or asserted against it.

13. Nuclear-Free Zone Information:

The Nuclear-Free Humboldt County Ordinance prohibits the County from entering into any contracts with any contractor who is knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapon components, as defined in the ordinance. Any contracts or agreements resulting from this solicitation process will contain a provision requiring the Contractor to certify that it is not a Nuclear Weapons Contractor as defined by the Nuclear-Free Humboldt County Ordinance.

14. Policy of Nondiscrimination:

The County of Humboldt has a policy of non-discrimination, and in accordance therewith, vendor shall not, in connection with this solicitation discriminate against any person, employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, political affiliation, sex, age, or sexual orientation.

ATTACHMENT C – INSURANCE REQUIREMENTS

PROPOSAL FORM 1 - SIGNATURE AFFIDAVIT

BID NO. AV2025-002 SIGNATURE AFFIDAVIT	
NAME OF ORGANIZATION:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	
PHONE #:	
FAX #:	
EMAIL:	

The California Public Records Act, California Government Code Sections 7920.000, et seq., defines a public record as any writing containing information relating to the conduct of public business. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

In signing this Proposal, I certify that this firm has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or agency to submit or not to submit a Proposal; that this Proposal has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that this Proposal has not been knowingly disclosed prior to the opening of Proposals to any other Proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned is an authorized representative of the above-named agency and hereby agrees to all the terms, conditions and specifications required by County in Request for Proposals No. 24139 and declares that the attached Proposal and pricing are in conformity therewith.

Signature

Title

Name

Date

This agency hereby acknowledges receipt / review of the following Addendum(s), if any)
Addendum # [] Addendum # [] Addendum # [] Addendum # []

PROPOSAL FORM 2 – COST PROPOSAL (BID FORM)

BID NO. AV2025-002

CALIFORNIA REDWOOD COAST - HUMBOLDT COUNTY AIRPORT
ACQUIRE AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) VEHICLE

AIP NO. 3-06-0010-0xx-2025 | LOCHNER NO. 24139

SCHEDULE I – Acquire Aircraft Rescue and Fire Fighting (ARFF) Vehicle						
Item No.	Spec. No.	Description	Est. Qty.	Unit	Unit Price in Figures and in Writing	Total Price
1		Acquire ARFF Vehicle	1	LS	\$	\$
2		Acquire Auxiliary Equipment	1	LS	\$	\$
TOTAL BID AMOUNT – SCHEDULE I					\$	

EXHIBIT A
FAA REQUIRED SOLICITATION PROVISIONS FOR ARFF

FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

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

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S. (A4.3.1; May 2023)

TITLE VI SOLICITATION NOTICE

The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award. (A6.3.1; May 2023)

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. (A11.3.1; May 2023)

DISADVANTAGED BUSINESS ENTERPRISE (RACE/GENDER NEUTRAL MEANS)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the County of Humboldt to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership. (A12.3.2; May 2023)

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

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA. (A26.3; May 2023)

**CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE –
EQUIPMENT/BUILDING PROJECTS (A4.3.3; MAY 2023)**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (☐) or the letter “X”.

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

- a) Only installing steel and manufactured products produced in the United States;
- b) Only installing construction materials defined as: an article, material, or supply– other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
- c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

- a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
- b) To faithfully comply with providing U.S. domestic product.
- c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

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

- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

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

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

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

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

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

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

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

Company Name

Signature

Title

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

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

Note

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

Term Definitions

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

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (A24.3; May 2023)

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed. A1.3 (May 2023)

BREACH OF CONTRACT TERMS

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

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

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law. A3.3 (May 2023)

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. (A5.3.1; May 2023)

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123 (prohibits discrimination on the basis of race, color, national origin, and sex));
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq). (A6.4.1; May 2023)

NONDISCRIMINATION REQUIREMENTS/TITLE VI CLAUSES FOR COMPLIANCE

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

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

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

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

5. Sanctions for Noncompliance: In the event of a Vendor's noncompliance with the nondiscrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States. (A6.4.2; May 2023)

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. (A7.3; May 2023)

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant. (A11.3.2; May 2023)

DISADVANTAGED BUSINESS ENTERPRISE PRIME CONTRACTS (CONTRACTS COVERED BY A DBE PROGRAM)

Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29) –

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from County. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f)) –

The prime contractor must not terminate a DBE subcontractor listed in response to PURRFB2024.03.10035 Section 19 (or an approved substitute DBE firm) without prior written consent of County. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from County. Unless County consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

County may provide such written consent only if County agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to County its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to County, of its intent to request to terminate and/or substitute, and the reason for the request. The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise County and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why County should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), County may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements. (A12.3.3; May 2023)

TEXTING WHEN DRIVING

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project. (A13.3; May 2024)

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)]. (A14.4; May 2023)

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division. (A17.3; May 2023)

CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. (A18.3; May 2023)

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration. (A20.3; May 2023)

PROCUREMENT OF RECOVERED MATERIALS

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

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

The list of EPA-designated items is available at www.epa.gov/smm/comprehensiveprocurement-guidelines-construction-products.

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

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price. (A21.3; May 2023)

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

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

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

Owner agrees to pay Contractor for:

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

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

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract. (A25.3.1; May 2023)

TRADE RESTRICTION CERTIFICATION

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

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

6) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

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

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA. (A26.3; May 2023)

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates. (A27.3; May 2023)

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322. (A28.3; May 2023)

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