

GREENVILLE-SPARTANBURG AIRPORT DISTRICT

REQUEST FOR BID

FOR

AIRCRAFT RESUCE AND FIRE FIGHTING (ARFF) VEHICLES

FOR



GSP INTERNATIONAL
AIRPORT
ROGER MILLIKEN FIELD

AMENDMENT 01

ISSUED: JUNE 5, 2019

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ATTACHMENTS

Attachment 01 – Procurement Specification: Class 4 ARFF Vehicle

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Attachment 03 – Bid Form

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Attachment 05 – Purchase Agreement

SECTION 1.0 INVITATION FOR BID (IFB)

The Greenville-Spartanburg Airport District (herein referred to as "District") has a requirement to purchase two (2) Aircraft Rescue and Fire Fighting (ARFF) vehicles. This requirement serves to update the District's Fire Department and its fleet of ARFF vehicles in order to maintain current operational readiness needs as required by the Federal Aviation Administration (FAA). The District invites your company to submit a sealed bid for two (2) types of pricing packages:

Pricing Package #1:

- One (1) Class 4 ARFF vehicle that includes 1,500-gallon water/Aqueous Film Forming Foam (AFFF) fire suppression system
- One (1) Class 5 ARFF vehicle that includes 3,000-gallon water/Aqueous Film Forming Foam (AFFF) fire suppression system

Pricing Package #2:

- Two (2) Class 4 ARFF vehicle that includes 1,500-gallon water/Aqueous Film Forming Foam (AFFF) fire suppression system

The District requires your company to submit pricing for each pricing package; however, the District will only make an award for one of the two pricing packages.

This solicitation document outlines the prerequisites, selection process, and documentation necessary to be considered responsive and submit a responsible bid. It is strongly recommended that you review the entire document prior to submitting a bid. Your company shall base its price generally upon the conditions and specifications contained in this document. Your Company shall furnish, without limitation, all labor, equipment and materials as specified herein all at the successful Bidders expense.

The bid must include all criteria described throughout this solicitation document to be considered responsive and eligible for award. Please submit one (1) hard copy of your sealed bid and one (1) electronic copy to the point of contact at the following address:

Jonathan Stone
Contracts Manager
Greenville-Spartanburg Airport District
2000 GSP Drive, Greer, SC 29651-9202
Attn: Sealed Bid For Two ARFF Vehicles
Email: jstone@gspairport.com
Office Phone: 864.655.5699

This solicitation does not commit the District to enter into a contract for the scope of work and specifications described herein or to pay any costs during the preparation of this IFB.

SECTION 2.0 INSTRUCTIONS TO BIDDERS

2.1 BIDDER QUALIFICATIONS

- A. Each bidder shall provide to the District satisfactory evidence of its competency to provide the proposed equipment and to perform any related

work necessary to complete the purchase. Such evidence of competency, unless otherwise specified, shall consist of:

- i. Statements covering the Bidder's past experience on providing similar equipment or products;
 - ii. Current work load;
 - iii. A list of key personnel that would be available throughout the duration of the contract and their experience.
- B. In addition, each Bidder shall provide 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.
- C. Each bidder shall submit "evidence of competency" and "evidence of financial responsibility" to the District with its Bid. Failure to do so will result in the District determining the bid not responsive and ineligible for further consideration.

2.2 BID REQUIREMENTS

- A. The deadline to submit a sealed bid is Friday, June 14, 2019 at 2:00pm. All bids received after the deadline will be returned unopened. It is the sole responsibility of the bidder to ensure sealed bids are delivered or mailed to the District by the appointed date and time. All responsive bids shall become the property of the District and must be provided without cost to the District.
- B. The deadline to submit questions is Wednesday, June 5, 2019 at 12:00pm. An addendum (if necessary) will be issued with question responses no later than Friday, June 7, 2019 at 5:00pm. All questions regarding the IFB shall be directed to the following:

Jonathan Stone
Contracts Manager
Greenville-Spartanburg Airport District
Email: jstone@gspairport.com
Office Phone: 864.655.5699

- C. Bids that do not conform to the following requirements will be considered not responsive and may be subject to rejection. Any bids received that do not comply with the requirements set forth below shall be considered not responsive and returned unopened.
- i. Bidders shall submit one (1) hard copy of its complete bid.
 - ii. The bid form and all other information required by the bid documents must be submitted in a sealed envelope and clearly addressed and identified as follows:

Jonathan Stone
Contracts Manager
Greenville-Spartanburg Airport District
2000 GSP Drive, 29651-9202
Greer, SC 29651-9202

Attn: Sealed Bid For One ARFF Vehicle

- iii. Bidders shall furnish all data, exhibits, or statements that it deems essential and pertinent to assure total understanding and evaluation of its bid by the District.
- iv. Bids must be submitted in such a manner as to make them complete and free from ambiguity, without alterations or erasures.
- D. Bidders shall review the bid conditions in full for additional information relating to the preparation of a bid.
- E. Bidders shall review the General Conditions regarding the requirements of the successful bidder, any time limitations of the work, bonding requirements, and any other requirements of the contract. By submitting a bid, the bidder acknowledges they have reviewed the General Conditions and have no objections with the contract requirements, if awarded a contract.

2.3 BASIS FOR AWARD

- A. An Award will be made to the bid with the lowest overall price based on the procurement specifications as set forth in this solicitation.
- B. The District will make an award for only one of the pricing packages described in Section 1.0.

2.4 NOTICE OF AWARD

- A. The District anticipates issuing a Notice of Award to the successful bidder within 30 calendar days after the bids are received. However, the District reserves a period of 90 calendar days after such receipt during which time the Notice of Award may be given. The successful bidder to whom an Award is made, shall acknowledge receipt of contract documents within seven (7) calendar days after receiving the Notice of Award.

2.5 EXAMINATION OF SPECIFICATIONS

- A. 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 work are not included in the contract document, the bidder shall report such deficiencies or omissions to the District on a timely basis and District shall make such corrections as are warranted via addendum. If a bidder fails to make such report, and the District is not otherwise advised of

such doubtful matter, the bidder shall be responsible for the costs of any materials or labor reasonably necessary for proper completion of the work as intended by the contract documents if awarded the Contract. Under no circumstances or conditions will such costs be allowed as an extra by the District after Award of the contract.

- i. The examination of specifications includes only the details provided procurement specification related to the base model of the vehicle. Any optional equipment, and associated costs, requested by the District after an Award is made shall be negotiated by the District and successful bidder separately.
- B. 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, the bidder shall submit such matter to the District in writing by e-mail prior to the scheduled deadline to submit questions 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 accordance with Section 2.7(A).
- C. Any information in addition to and not included in the bid or contract documents, which have been made available by the District 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 the District.

2.6 PREPARATION OF BID

- A. The bidder shall submit a bid on the form provided by the District. 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 as directed in the bid. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern. The bid must be signed in ink by a person who is authorized to contractually commit their company to the price stated on the bid form.

2.7 ACCEPTANCE OR REJECTION OF BIDS

- A. All responsive bids shall be considered valid for a period of ninety (90) calendar days from the deadline date and provide a statement in the bid submittal to that effect. If bidder is unable to validate its bid price for ninety (90) calendar days, bidder must state the number of days its bid price is valid for and provide a statement about why bidder cannot validate its bid price for ninety (90) calendar days. At any time, up to the hour and date set for receipt of bids, bidder may withdraw its bid by requesting in writing to the District. All bids received by the deadline shall be subject to the applicable laws and

regulations governing public disclosure and considered part of the public record of this IFB process.

- B. The District reserves the right to reject any and all bids, to waive minor informalities and irregularities in the bid submission process, to extend the date of submittal, to request additional information and data from any or all bidders, to supplement, amend, or otherwise modify the IFB prior to the closing date. The District also reserves the right to cancel this IFB at any time prior to an award with or without the substitution of another IFB.
- C. Any bid which is incomplete, conditional, ambiguous, obscure, or which contains additions or alterations not specifically requested, or irregularities of any kind, may be rejected. The District may also consider a bid incomplete and may reject it if:
 - i. The Bid Form furnished herein is not used or is altered.
 - ii. The Sub-Contractor(s) Form is not completed and included, or other forms required to be filled in and submitted, are missing at the time of bid.
 - iii. There are alternate Bids not called for or irregularities of any kind, which may tend to make the Bid indefinite or ambiguous as to its meaning.
 - iv. Any documents necessary for Bid purposes, which may include DBE goal, and which are not complete, are improperly executed, or are missing.
- D. If the successful bidder refuses to enter into an Agreement within 30 calendar days after the Agreement is provided for execution, the District shall have the right to exercise the value of the bid bond submitted by the successful offer. The District shall also have the right to engage and accept the bid(s) of any other qualified bidder(s) which submitted a bona fide bid in response to this solicitation, without re-advertisement.
- E. If the District accepts a bid and makes an award as a result of this solicitation, the District reserves the right, in its sole judgement, to negotiate with the successful bidder which may result in a modification to the bid because it is deemed advantageous to the District to do so even though it may appear the successful bid may not be the lowest and best price.

2.8 DISQUALIFICATION OF BID(S)

- A. Any of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of a Bid.
 - i. Submission of more than one (1) bid hereunder by an individual, firm or corporation under the same or different names.
 - ii. Evidence of collusion among bidders.
 - iii. A bidder's default or arrearage under any other previous or existing agreement with the District or with anyone or business other than the District.

- iv. Existence of any unresolved claims between the Company and the District.

2.9 GENERAL

- A. The following conditions relate to the submission of bids and any Award to be made as a result of this solicitation:
 - i. The District reserves the right to accept the bid offered by a responsible and qualified bidder which, in the District's sole opinion; best meets all of the goals and requirements stated elsewhere in these bid documents. Responsibility and qualification are to be determined from the information furnished by the bidder, as well as from other sources, determined to be appropriate by the District. The District further reserves the right not to make an award until after such investigations, as are deemed appropriate, are made regarding the experience, financial responsibility and qualifications of the bidder.
 - ii. The District shall not be obligated to respond to any bid submitted, nor shall the District be legally bound in any manner whatsoever by the submission of a bid by any bidder.
 - iii. Any agreement arising out of any bid submitted hereunder, and any negotiations that may follow, shall not be binding or valid against the District, its officers, employees or agents unless reduced to writing and executed by the District.

2.10 SPECIFICATIONS

- A. The bidder shall submit the brand name, descriptive literature and a photograph of the product provided in its bid.
 - i. Included with the descriptive literature, each bidder must include standard and optional warranty information as well as a detailed list of options available for the base ARFF vehicle provided in the bid submittal.
- B. The specifications described in greater detail in the procurement specifications establish a minimum standard of quality only.

2.11 BID CLARIFICATIONS – WRITTEN AND ORAL

- A. Should there be any doubt as to the meaning or content of this solicitation, the bidder shall notify the point of contact provided in Section 2.1(B) in writing. Corrections, changes or clarifications, if required, will be made via addenda that will be issued with sufficient time before the deadline to submit bids to all bidders interested in participating in this solicitation. The District

shall not be responsible for any oral or other instructions, interpretations, or explanations not provided via addenda.

SECTION 3.0 GENERAL CONDITIONS

3.1 SCOPE OF WORK

- A. The bidder agrees to manufacture, sell, transfer and deliver, in accordance with the terms set forth in the bid documents, the product, as the District has described in the procurement specifications. The terms of the bid documents shall supersede any contrary or inconsistent terms set forth on any purchase orders, purchase order acknowledgements, invoices, confirmations and/or other similar documents.
- B. No supplemental provisions of any such purchase orders, purchase order confirmations, invoices, confirmations or other similar documents shall be binding upon the District unless such document is signed by an authorized representative of the District.
- C. The bidder agrees to provide all personnel, labor, supplies and equipment required for the purchase or service as described in this solicitation.

3.2 INSURANCE

- A. The bidder shall obtain, at its sole cost, or provide evidence of insurance coverage as follows:
 - i. Comprehensive General Liability Insurance limits of not less than \$1,000,000 per occurrence. If access to the airfield is required for delivery, a limit of not less than \$2,000,000 is required.
 - ii. Automobile Liability (owned, non-owned, and hired automobiles), Bodily Injury, and Property Damage Insurance with limits of not less than \$1,000,000 per accident. If access to the airfield is required for delivery, a limit of not less than \$2,000,000 is required.
 - iii. Workers Compensation and Employer's Liability Insurance with limits not less than \$1,000,000.
 - iv. All insurance policies must name the "Greenville-Spartanburg Airport District, its Commissioners, Officers, Servants, Agents, and Employees" as additional insureds with respect to general and automobile liability coverage's, and shall not be canceled, terminated or materially changed without at least thirty (30) days prior written notice from Seller to District. Certificates evidencing such insurance must be submitted by Seller to District prior to Seller providing any goods or equipment/material or services, and at least fifteen (15) days prior to the expiration dates of expiring policies. District reserves the right to request complete copies of any insurance policies required by these Terms and Conditions if deemed necessary to ascertain the details of coverage not provided by the Certificates.

- v. All insurance provided by Seller under this PO shall include a Waiver of Subrogation by the insurers in favor of District, including its Commissioners, Officers, and employees. Seller hereby releases District for losses or claims for bodily injury, property damage or other insured claims arising out of Seller's performance under this PO.
- B. The bidder shall indemnify and hold harmless District, its Commissioners, Officers, and employees of, from, and against any and all claims and demands which may arise out of or is incidental to the performance of this PO. Contractor further agrees that it is responsible for and shall indemnify, defend, and hold harmless District for all damages to the property of District caused by an act or omission by Seller's agents, employees or independent contractors, and shall pay on behalf of District all sums that District shall become obligated to pay by reason of the liability, if any, imposed by law upon District for damages because of bodily injury, including damages for care and loss of service, and including death at any time resulting from bodily injury, and because of injury to or destruction of property, including loss of use thereof, which may be caused by or result from any of the activities, omissions or operations of its agents, servants, employees or contractors.
- i. Contractor agrees to hold harmless, indemnify and defend District from and against any and all claims, including reasonable attorney's fees and other expense of District, for or in connection with, the accident, injury or damage whatsoever caused to any person or property and arising directly or indirectly, out of any action or omission of Seller or any subcontractor which condition was not specified to be created or maintained by Seller.
 - ii. The agreement to hold District, its Commissioners, Officers, and employees harmless shall not be limited to the limits of liability insurance required under the provisions of this PO.

3.3 PROMPT PAYMENT

- A. The District requires that all subcontractors performing work on a DOT/FAA-assisted contract shall be promptly paid for work performed pursuant to their agreements, in accordance with all relevant federal, state and local laws.
- B. In accordance with 49 CFR § Part 26, the District established a contract clause implementing this requirement and requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from the prime contractor's receipt of each payment from the District.
- C. The District shall ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 30 calendar days after the subcontractor's work is satisfactorily completed. The following mechanisms will be in place to ensure prompt payment.

- i. Prime Contract: The District includes the following clause in each DOT/FAA assisted prime contract:
 - a. "The Prime Contractor agrees to pay each sub-contractor under this prime contract for satisfactory performance of its contract within, but not later than, thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Greenville-Spartanburg Airport District (District). The Prime Contractor agrees to return retainage payments to each sub-contractor within thirty (30) calendar days after the sub-contractor's work is satisfactorily completed. Any delay or postponement of payment, from the above referenced time frame, may result in held retainage from prime contractor until subcontractor payments are resolved or paid following written approval of the District. Other actions the District has in place may be enforced with a potential of liquidated damages, work-stop order or contract termination. This clause applies to both DBE and non-DBE sub-contractors."
- ii. Subcontracts: The District will consider a subcontractor's work satisfactorily complete when all the tasks called for in the subcontract have been accomplished and documented as required by the District. When the District has made an incremental acceptance of a portion of the prime contract, the work of a subcontractor covered by the acceptance is deemed to be satisfactorily completed.
- iii. The District will provide appropriate means to enforce the requirements of this section, including, but not limited to:
 - a. Withholding of additional payment applications from prime contractor until/unless payment arrangements between prime and subcontractors can be resolved for work performed and deemed satisfactorily complete.
 - b. Any delay or postponement of payment from the prime contractor to the subcontractor(s) must demonstrate good cause by submitting such cause in writing for approval by the District.
 - c. Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBE's and other contractors are fully and promptly paid.

3.4 DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

- A. The District's policy is to provide opportunities for DBE companies to bid or participate as a subcontractor in products or services offered by the District on Airport property. When Federal or State funding is involved in the procurement of a product or service, a DBE Goal is defined for such products or service. Each product or service is evaluated and assigned a goal or the

annual goal described within the three year DBE Methodology Goal for the particular fiscal year is utilized, in this case, a goal of **0%** is assigned.

- B. If a DBE goal is assigned, the successful bidder shall make every reasonable effort to meet the DBE goal. If the goal is unable to be obtained or met, a detailed Good Faith Efforts record, as defined in 49 CFR Part 26, shall be completed and provided to the District. If sufficient evidence of Good Faith Efforts is not provided, the Authority may ask for additional means/effort to obtain the DBE goal.
- C. Failure to meet the DBE goal or provide sufficient Good Faith Effort documentation to obtain the goal, may result in a termination of the contract for default. which could result in a re-bid or consideration of the other Bidders being awarded the Product or Service.

3.5 FEDERAL SOLICITATION PROVISIONS

A. CIVIL RIGHTS – TITLE VI ASSURANCE

i. Solicitation Notice

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

B. DISADVANTAGED BUSINESS ENTERPRISE

i. Solicitation Requirements

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

C. DEBARMENT AND SUSPENSION

i. 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.

D. FEDERAL FAIR LABOR STANDARDS

i. Solicitation Notice

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full

text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

E. FEDERAL PROVISIONS INCORPORATED BY REFERENCE

- i. Buy American Preference (Reference 49 USC § 50101)
- ii. Foreign Trade Restriction (Reference 49 USC § 50104 and 49 CFR part 30)
- iii. Lobbying and Influencing Federal Employees (31 U.S.C. § 1352 and 49 CFR part 20, Appendix A)
- iv. Procurement of Recovered Materials (Reference 2 CFR § 200.322 and 40 CFR Part 247)

3.6 MISCELLANEOUS

- A. Each Bidder should examine the Draft Agreement for a specific understanding of its terms.
- B. Delivery Schedule: Each bidder shall provide its current delivery schedule for Class 4 and Class 5 ARFF vehicles for each pricing package separately. The successful bidder shall be bound by this delivery schedule until such time as the Product is delivered and accepted by the Authority in accordance with Section 2.8 (A), acceptance of responsive bids, and Section 2.11, Specifications.
- C. Safety and Security Requirements: Safety and security of Airport operations are a prime and overriding concern of the Authority. Therefore, the Company shall be bound and shall abide by all rules, procedures, regulations and laws of all governmental bodies, including regulations and rules and procedures of the Authority, as the same may be promulgated from time to time, that relate to Airport access, security and/or safety.
- D. The Company agrees to perform and to abide by the covenants, agreements, terms and conditions set forth and mandated by the Federal Aviation Administration (FAA), or other Federal Regulations, to be included in all agreements for projects or equipment funded, in whole or in part, by Federal Grants.