

ATTACHMENT 03
BID FORM – CLASS 4 AND CLASS 5 ARFF VEHICLE

BIDDER'S DECLARATIONS

The undersigned, having examined the conditions associated with the proposed Product or Service to be provided, and having carefully read and examined all of the Bid Documents and having become familiar with the specifications, requirements and procedures thereof, hereby proposes and offers to perform all obligations associated herewith and proposes to furnish all labor, supplies, and equipment required to perform all of the work in strict accordance with the Bid Documents.

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the Bid Documents and specifications and is satisfied that they are accurate; that it has carefully checked all words and figures, and other matters that in any way affect the work or the cost thereof.

SECTION 1.0 BID PRICE

1.1 Pricing Package #1

1,500 Gallon ARFF Vehicle Suppression System (Quantity: 1)

\$ _____ (Enter Unit Price of vehicle using *numbers*)

Written Words (Enter Unit Price of vehicle using printed words)

3,000 – 4,000 Gallon ARFF Vehicle Suppression System (Quantity: 1)

\$ _____ (Enter Unit Price of vehicle using *numbers*)

Written Words (Enter Unit Price of vehicle using printed words)

Total Bid Price

\$ _____ (Enter Total Price for both vehicles using *numbers*)

Written Words (Enter Total Price of vehicle using printed words)

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1.2 Pricing Package #2

1,500 Gallon ARFF Vehicle Suppression System (Quantity: 2)

\$ _____ (Enter Unit Price of vehicle using *numbers*)

Written Words (Enter Unit Price of vehicle using printed words)

Total Bid Price

\$ _____ (Enter Total Price for both vehicles using *numbers*)

Written Words (Enter Total Price of vehicle using printed words)

SECTION 2.0 WARRANTY

- 2.1.** Bidder agrees to construct, manufacture, sell, transfer and deliver in accordance with the terms of the Agreement, such Product or Service as specified in the Specifications and as the Authority may request.
- 2.2.** The Product furnished under this Agreement shall be new and unused, of the latest product in production to commercial trade and shall be of the highest quality as to materials used. Manufacturer furnishing the Product shall be experienced in design and production of such Product and shall be an established supplier of the Bid item.
- 2.3.** Bidder shall provide a minimum written warranty for materials and workmanship on the equipment based on the Procurement Specifications for each piece of equipment. Please include warranty information separately for review.
- 2.4.** The District will consider the cost of purchasing an extended warranty in addition to the minimum warranty provided by the Manufacturer of the equipment. All extended warranty information and costs associated with extended warranties will not be considered in the base bid of this solicitation. Please included extended warranty information separately for review.
- 2.5.** Bidder warrants to the District that it will strictly conform to the specifications, drawings, samples, symbols, or other descriptions specified in this solicitation. That the Product will be free from any liens or encumbrances and be new, merchantable, and other wise be free from defects in design, material and workmanship. Bidder also warrants that no conflict of interest exists between the services and products to be provided under this solicitation and the Bidder's other activities. If a conflict of interest arises during this solicitation, and prior to contract award, Bidder shall immediately inform the District of any such conflict or potential conflict.
- 2.6.** The Bidder warrants to the District that the Product shall be free from defects in materials and workmanship and shall conform to the requirements of the

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project/order. The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The equipment furnished under this contract shall be newly manufactured and unused, of the latest product in production to commercial trade. In the event of equipment or vehicles, a refurbished or remanufactured vehicle shall not be considered and shall be cause for the bid to be considered non-responsive. The manufacturer furnishing the Product shall be experienced in design and construction of such Product and shall be an established supplier of the Product.

- 2.7.** In the event the Product is not provided in accordance with the Agreement Documents, notice shall be given to the Seller to immediately provide personnel, equipment and supplies necessary to correct any deficiencies. If within two days of such notice, Seller has not corrected specified deficiencies to the satisfaction of the District, and according to the Specifications, the District may, at its option, provide such personnel, equipment and supplies from its own source or by contract as required to correct the deficiencies, and the Seller shall pay such costs incurred to affect such remedy. Any such amounts so charged to the Seller shall be deducted from any sums due or becoming due from the District to the Seller.

SECTION 2.0 EXCEPTIONS

Bidder shall list below any exceptions (if any) from the specifications provided in these Bid Documents that apply to their bid. Bidders disclosure of any exception to the specifications does not constitute acceptance on the part of the District of such exception. The District reserves the right in its sole discretion to consider exceptions to the specifications as either acceptable or not acceptable, and to consider the bid invalid or non-responsive. If the bidder requires additional space for exclusions, please attach such exclusions separately.

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| Exclusion #1 |
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| Exclusion #2 |
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| Exclusion #3 |
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| Exclusion #4 |
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| Exclusion #5 |
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SECTION 3.0 BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by checking the box.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- (a) Only installing steel and manufactured products produced in the United States;
 - (b) 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
 - (c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - To faithfully comply with providing U.S. domestic product.
 - To furnish U.S. domestic product for any waiver request that the FAA rejects
 - 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 either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- (a) To the submit to the Owner within 15 calendar days of the bid opening, 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 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 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

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- (a) 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).
- (b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- (c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

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

- (a) Detailed cost information for total project using U.S. domestic product
- (b) Detailed cost information for total project using non-domestic product

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

SECTION 4.0 CERTIFICATION AND DISCLOSURE REGARDING LOBBYING

The Bidder certifies by signing and submitting this bid, to the best of their knowledge and belief, that:

- (a) 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.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts,

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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.

render the maker subject to prosecution under Title 18, United States Code.

SECTION 5.0 DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Bidder certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily declared ineligible for the award of contracts by any Local, State, or Federal agency;
- (b) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (b) of this certification.
- (d) Have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied; and
- (e) Have not within a three-year period preceding this offer had one or more public contracts or subcontracts (Federal, State, or local) terminated for cause or default; and

Where the Bidder is unable to certify to any of the statements in this certification, the Bidder shall attach an explanation to this application.

SECTION 6.0 ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No.: _____ Date: _____
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Addendum No.: _____ Date: _____

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Company Name of Bidder: _____

Company Address: _____

Telephone Number: _____

Email Address: _____

Authorized Signature: _____

Printed Name and Title: _____

Date Signed: _____