TRN2131996Q1 - Rosenbauer Panther 6x6 Aircraft Rescue and Firefighting Vehicle with HRET

BPRO Electronic Procurement System Back to list

Project Details

Project: Rosenbauer Panther 6x6 Aircraft Rescue and Firefighting Vehicle with HRET

Ref. #: TRN2131996Q1

Department: FASD - Purchasing

Type: SS

Status: CLOSED

Open Date: Jun 3rd 2026, 2:00 PM EDT

Questions Due Date: Jun 10th 2026, 5:00 PM EDT

Contact Information: Jermaine Pinnock (Primary), Sonia Lovett, SLovett@Broward.org (Alternate), JPinnock@broward.org

Close Date: Jun 18th 2026, 2:00 PM EDT

Days Left: Submissions are now closed

Contract Duration:
N/A Firm Fixed (One-Time Purchase)

Contract Renewal:
N/A Firm Fixed (One-Time Purchase)

Bid Validity:
120 Days

Bonding Required:
Yes

Total Amount of Pass-Thru Allowance (Initial Term or Fixed):
0

OESBD Designation Goal Participation Type (Non-Multi):
No Goal

Goal Assigned Percentage (0 if No Goal):
0

Navigation **ıstruction:**

August 2026 prev next

Sun	Mon	Tue	Wed	Thu	Fri	Sat
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

Project Description:

Portal

Scope of Work:
This fixed contract is for the purchase of one (1) new, unused Rosenbauer Panther 6x6 Aircraft Rescue Fire Fighting (ARFF) vehicle equipped with High Reach Extendable Turret (HRET) for the Broward County Aviation Department (BCAD), in accordance with the Specifications and Requirements.

Requested Information: BPRO's Requested Information section identifies "required" and "optional" items for submittal, however all documents and information are relevant to the evaluation process. Therefore, vendors are strongly encouraged to provide all files at time of submittal, including those listed as “optional” in BPRO, to enable a timely and comprehensive review by the County.

Solicitation Requirements: (Vendor is cautioned that this is a summary only and the full solicitation must be reviewed).

- FAA Requirements
- Bonding Requirements

Office of Economic and Small Business Development Requirements: Not applicable to this solicitation.

Questions and Answers: The County provides a specified time for Vendors to ask questions and seek clarification regarding the solicitation requirements. All questions or clarification inquiries must be submitted through BPRO by the Questions due date. The County will respond to questions in BPRO (Messages section).

Submittals: Vendor MUST submit its solicitation response electronically through BPRO and receive a Submission Receipt. It is solely the Vendor’s responsibility to ensure its response is submitted and received through BPRO by the closing date and time. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit in advance of the closing date and time. Refer to the Purchasing Division website or contact support@gobonfire.com for submittal instructions. In the event that the Vendor is having difficulty submitting a document, immediately notify the Purchasing Agent and then contact support@gobonfire.com for technical assistance.

Important Events:

Search

Status	Event Name	Location	Description	Dates	Mandatory
PASSED	Open Date	Online Portal	Posting date for the Opportunity	Jun 3rd 2026, 2:00 PM EDT	N/A
PASSED	Questions Due Date	Online Portal	Deadline to submit Questions	Jun 10th 2026, 5:00 PM EDT	N/A
PASSED	Close Date	Online Portal	Deadline for Submissions	Jun 18th 2026, 2:00 PM EDT	N/A

Supporting Documentation:

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File	Type	Description	Date Created	Actions
Addendum No. 1 - TRN2131996Q1.pdf	Other	Document - Addendum No. 1 - Project Details Read more...	Jun 10th 2026, 3:06 PM EDT	Download
Anti-Human Trafficking Affidavit.docx	Documentation	Complete and sign this form.	May 11th 2026, 11:27 AM EDT	Download
Bid Bonds, Performance and Payment Bonds, and Surety Qualification Requirements.docx	Documentation		May 28th 2026, 12:44 PM EDT	Download
uy American and Tax-Felony Convictions.pdf	Documentation	Complete and sign this form.	May 28th 2026, 11:57 AM EDT	Download

Skip Top Navigation

General Conditions - Quotes and Bids.pdf	Documentation		Oct 22nd 2025, 11:10 AM EDT	Download
Insurance Requirement - TRN2131996Q1.pdf	Documentation		May 26th 2026, 3:21 PM EDT	Download
Insurance Requirements - Quotes & Bids.docx	Documentation	Complete and sign this form.	May 11th 2026, 11:26 AM EDT	Download
Litigation History.docx	Documentation	Complete and sign this form.	May 11th 2026, 11:27 AM EDT	Download
Required FAA Notices for Airport Solicitations.pdf	Documentation		May 28th 2026, 11:57 AM EDT	Download
Required Provisions for Airport Procurements (non-BCF).pdf	Documentation		May 28th 2026, 11:57 AM EDT	Download
Security Requirements.docx	Documentation		Sep 7th 2024, 12:18 PM EDT	Download
Special Instructions to Vendors - TRN2131996Q1.pdf	Documentation		Jun 1st 2026, 9:57 AM EDT	Download
Summary of Vendor Rights for Broward County Competitive Solicitations.docx	Documentation		May 11th 2026, 11:27 AM EDT	Download
Technical Requirements - TRN2131996Q1.pdf	Documentation		May 27th 2026, 11:54 AM EDT	Download
Vendor Questionnaire - Quotes and Bids.docx	Documentation	Complete and sign this form.	Jul 1st 2025, 2:39 PM EDT	Download

Requested Information:

Listed below are the documents and information needed to complete your submission:

Required with submission

Name	Type	# Files	Requirement	Instructions	Actions
TRN2131996Q1 - Bid Table (BT-68HX)	BidTable: Excel (.xlsx)	1	REQUIRED	You will need to fill out the provided Response Template for this BidTable.	Download
Bid Bond or Alternate Bid Security	File Type: Any (.*)	Multiple	REQUIRED		
Vendor Questionnaire - Quotes & Bids	File Type: Any (.*)	Multiple	REQUIRED		
Certifications for Buy American and Tax-Felony Convictions	File Type: Any (.*)	Multiple	REQUIRED		

Submit with quote or within three business days of County's request

Name	Type	# Files	Requirement	Instructions	Actions
Anti-Human Trafficking Affidavit	File Type: Any (.*)	Multiple	OPTIONAL		
Certificate of Insurance or Letter from Insurance Carrier or Requirements	File Type: Any (.*)	Multiple	OPTIONAL		
Criminal History Screening Practices Certification	File Type: Any (.*)	Multiple	OPTIONAL		
Insurance Requirements - Quotes & Bids.	File Type: Any (.*)	Multiple	OPTIONAL		
Litigation History	File Type: Any (.*)	Multiple	OPTIONAL		

Document Takers

Search

Vendors	# Files	Actions
	9	View

Skip Top Navigation

Interested Contractors

Prime/General Contractors | Subcontractors

Search

Vendors	Contact	Email	Phone	Subcontract Services
Rosenbauer	Duane Kann	dkann@rosenbaueramerica.com	612-910-6388	Rosenbauer Minnesota, LLC is an emergency vehicle manufacturer offering a complete line of Fire Apparatus & Rescue Vehicles, including ARFF Vehicles.

Messages

Public Notices (1) () | Vendor Discussions (0) () | Public Q&A (1) ()

Search

Search...

Jermaine Pinnock

Addendum No. 1 - Project Details Have Changed

Project Close Date changed - Project Close Date has been revised to June 18, 2026, by 2:00 p.m.

Jun 10th 2026, 3:06 PM EDT

Create a new Public Notice

Click New Public Notice or click a conversation on the left to see message here.

Skip Top Navigation

Portal

Submissions and Prime/Subcontractor Interest

This project is not open for proposal submissions at this time.

Public Q&A

#1 - Bid Due Date Extension

Vendor, Jun 09, 2026 4:43 AM EDT, Public - Pending
Please extend the due date for this project 10 days.
Jermaine Pinnock, Jun 10, 2026 3:07 PM EDT, Public - Answered
Refer to Addendum No. 1.

TRN2131996Q1 - Bid Table (BT-68HX)

Instructions

- When pasting content, please use Paste Special as Text without any formatting.

- You can only submit text based responses, please do not use special characters like emojis.

- Please do not change the structure of any of the worksheets. Changing the structure will invalidate your submission.

- Any additional information outside of the given structure of the worksheets will not be visible to the purchaser.

- Please do not save this file in a different format. Saving this file in a different format will invalidate your submission.

- Please follow the instructions provided along with this file to submit it back to Euna Procurement.

- You must bid on every item. To do so, all of the editable cells for the item must contain a valid value.

- Please do not use Excel formulas in your responses.

- If you have any questions regarding the content of this file, please contact the appropriate purchaser.

- If you have any technical problems, please contact Euna Procurement at support.procurement@eunasolutions.com.

Responses

Error: Check cell(s) B7

Status	#	Item	Item Description	Quantity Required	Unit of Measure	Unit Price	Total Extended Amount
Error: Missing value for 'Unit Price' in cell I7	#0-1	**Rosenbauer Panther 6x6, Equipped with a High Reach Extendable Turret (HRET)**	One new, unused Rosenbauer Panther 6x6, equipped with a High Reach Extendable Turret (HRET) per Technical Specification	1	Lump Sum		-
Grand Total							$ 0.00

TECHNICAL SPECIFICATIONS
ROSENBAUER PANTHER 6X6 WITH HRET
AIRCRAFT RESCUE AND FIREFIGHTING VEHICLE (ARFF)
FAA INDEX E – CLASS E AIRPORT (14 CFR PART 139 INDEX E)

1. PURPOSE

The Broward County Aviation Department (BCAD) seeks to procure one (1) Rosenbauer Panther 6x6 ARFF vehicle equipped with High Reach Extendable Turret (HRET) to standardize the Airport's Aircraft Rescue and Fire Fighting (ARFF) fleet platform, training, maintenance, parts inventory, and operational procedures. These specifications are to describe the requirements necessary to supply a well-designed, self-contained, properly engineered diesel-powered ARFF vehicle. The unit shall be new and unused.

The vehicle shall comply with the current version, at the time of bid advertisement, of the following:

- Federal Aviation Administration Advisory Circular AC 150/5220-10F, *Aircraft Rescue and Fire Fighting Vehicles*
- FAA Advisory Circular AC 150/5210-14, *Aircraft Rescue Fire Fighting Equipment, Tools and Clothing*
- National Fire Protection Association NFPA 414, *Standard for Aircraft Rescue and Fire-Fighting Vehicles*, current edition in effect at time of proposal submission

The vehicle shall meet all requirements of 14 CFR Part 139 applicable to the Index classification of the Airport.

2. EXPECTED USE AND FIRE SUPRESSION CHARACTERISTICS

The ARFF vehicle shall be designed for aircraft fire fighting with on/off road capabilities, which allow the vehicle to respond to aircraft accident sites across terrain otherwise inaccessible to standard highway equipment.

The vehicle shall be designed and constructed to facilitate operation by a single fire fighter if needed, when steering, operating the turret and pumping in the water/foam and dry chemical mode.

The vehicle shall be capable of discharging water only, proportioned water and foam, or auxiliary agent through the HRET, bumper turret or handline(s) as detailed hereafter in these specifications.

The vehicle shall be designed for maximum stability and maneuverability under all operating conditions and all conditions of loading.

The vehicle shall have all-wheel drive to permit the vehicle to perform both on and off road in all weather conditions.

Unit shall comply with all current requirements of FAA Advisory Circular #150-5220-10F and NFPA 414 standards in effect at time of bid.

3. PERFORMANCE

The design objective for the vehicle and the fire extinguishing system shall be performance in accordance with FAA current Advisory Circular #150-5220-10E.

Bidder shall provide data.
This data plate shall be installed in the cab of the vehicle and visible to the operator.

4. VEHICLE CONFIGURATION

The ARFF vehicle shall consist of a crew cab on a 6x6, custom chassis with single tires. It is to be all-wheel drive, single diesel engine powered, with an automatic transmission.

The fire-fighting package shall include a water tank with a minimum capacity of 3000 gallons and a liquid foam agent concentrate tank with a working capacity sufficient for two tank loads of water at the maximum tolerance specified in NFPA 412.

The unit shall contain all component parts necessary for a water/foam proportioning system capable of expelling agent through a cab controlled High Reach Extendable Turret (HRET), a bumper turret, gated discharge(s), twin agent hand line and pre-connected handline(s) as detailed hereafter in these specifications.

The vehicle shall also be equipped with an auxiliary agent system. The system shall be operable from the cab and exterior of the vehicle.

Discharges shall meet all current applicable discharge rate requirements of FAA Advisory Circular #150-5220-10E and NFPA 414 standards in effect at time of bid.

This apparatus shall be equipped with various other components as called for in these specifications.

During the construction of the vehicle the bidder reserves the right to make running production changes if the changes enhance the safety, operation and maintenance of the vehicle. Any changes bidder must notify BCAD appointed person of these changes.

4.1 Foam System Requirements

The foam proportioning system shall be fully compatible with fluorine-free firefighting foam (F3) concentrates and compliant with all current federal and state environmental regulations governing PFAS substances. The system shall be capable of accurate proportioning across the full operational flow range.

a. **High Reach Extendable Turret (HRET)**

The HRET shall be equipped with discharge and agent activation controls located to permit safe and effective operation by the driver and/or turret operator. Controls shall be ergonomically positioned and integrated into the vehicle multiplex control system.

The HRET shall include an integrated color camera system and monitor visible from the operator’s position.

b. **Bumper Turret**

A high-flow bumper turret shall be provided with water, foam, and dry chemical discharge capability. The turret shall meet or exceed flow performance criteria established in FAA AC 150/5220-10E.

c. **Handlines**

Refer to Sections 4.2, 17.11, 20.6.1 and 21.

d. **Secondary Agent System**

A secondary agent system shall be provided as specified herein. If clean agent systems are proposed, they shall comply with current environmental regulations and shall not utilize ozone-depleting substances.

4.2 Water Foam Agent Applications

As per FAA AC 150/5220-10F:

Each water/foam agent handline shall be capable of delivering a finished foam solution that meets the applicable rate, range, and pattern standards of the FAA AC 150/5220-10F.

Each water/foam agent handline shall deliver finished foam of a quality that meets the applicable standards of the FAA AC 150/5220-10F.

Each water/foam agent turret shall be capable of delivering a finished foam solution that meets the applicable rate, range, and pattern standards of the FAA AC 150/5220-10F, as applicable.

Each water/foam agent turret shall deliver finished foam of a quality that meets the applicable standards of the FAA AC 150/5220-10F.

All water/foam applicator performance requirements are based on the assumption that foam used to perform the tests is an approved foam concentrate, e.g., will pass the military AFFF foam specification 50 ft² fire test and the burn back resistance test

5. F.O.B. DELIVERY

The vehicle and all included components shall be quoted F.O.B., 6700 Powerline Road, Fort Lauderdale, 33309, Florida.

6. EXPECTED USE

This specification describes an all-wheel drive, diesel-powered ARFF vehicle equipped with an integrated water/foam fire suppression system designed for extinguishment of flammable and combustible liquid fuel fires typical of aircraft incidents.

The vehicle shall comply with 14 CFR Part 139 ARFF operational requirements. It shall also be suitable for structural firefighting, fuel spill mitigation, and other emergency response assignments as determined by the Airport Authority.

The primary objective of this specification is to provide optimal ARFF suppression capability within the Airport's designated critical rescue and firefighting access area in a cost-effective and operationally efficient manner.

7. GENERAL REQUIREMENTS

7.1 Record of Past Performance

Upon request, the Contractor shall provide documentation demonstrating successful delivery of similar ARFF vehicles within the previous five (5) years. Documentation shall include purchaser name, contact information, vehicle type, and delivery date.

7.2 Technical Resources

Bidder will furnish two (2) complete sets in CD ROM format of the following publications in accordance with standard commercial practices applicable to the vehicle (including body and special fire suppression equipment) furnished with the vehicle. Each set shall be composed of one (1) copy each of:

- Operator's Manual with lubrication charts
- Maintenance and Service Manual
- Parts Manual
- Electrical schematics

Manuals shall be manufacturer-produced documents specific to the proposed vehicle. Compilation of unrelated subcontractor manuals shall not be acceptable for integral vehicle systems. There shall be two (2) manuals and one (1) CD consisting of the basic operating instructions. These shall be provided in the cab.

Electronic documentation shall be fully illustrated and indexed for ease of maintenance and parts identification.

7.3 Warranty

Bidder shall provide a Five (5) year or 100,000 miles overall parts warranty as follows. Warranty start date is at in-service date.

The manufacturer shall warrant to the purchaser that the complete Stinger device and system were manufactured to comply with the manufacturer's bid specifications and free in all respects from any defects in materials or workmanship.

The warranty shall expire at the earlier of Five (5) year or 100,000 miles from the date of delivery or acceptance of the apparatus. This warranty shall include all parts. The cost of transportation of vehicle to the warranty location shall be provided by the purchaser.

The obligations of the aerial manufacturer, pursuant to the foregoing warranty, with respect to the Stinger shall be limited to the cost of bringing such Stinger into compliance with the specifications or of removing any defects in materials or workmanship.

All warranty work performed must be completed at the Bidder facility or an approved service center.

Any work or alterations on or misuse of the Stinger performed by anyone other than the aerial manufacturer's designated personnel, either before or after delivery to the purchaser, shall not be warranted by the manufacturer and shall cause this warranty to be invalid.

This warranty shall not apply to those items which are usually considered normal maintenance and upkeep services, including, but not limited to electrical lamps, valve seals, normal lubrication and/or proper adjustment of minor items.

As a minimum the following warranties shall be provided parts and labor.

Base vehicle:	Five (5) Year Bumper to Bumper
Engine:	Five (5) Years
Transmission:	Five (5) Years
Water Pump:	Five (5) Years
Water/Foam Tank:	Lifetime

Bidder shall supply a warranty statement that will include the following as a minimum:

- Manufacturer's obligations
- Duration of warranty period for vehicle, engine, transmission, and water/foam tanks
- Warranty procedure
- Disclaimers

Bidder shall support the vehicle with factory trained technicians to perform warranty repairs during the warranty period. A factory trained Emergency Vehicle Technician (EVT) can provide expert support within two (2) hours. A service technician is available on a twenty-four (24) hour basis. Mobile service is available and can also be provided at the vehicle's in-service location.

7.4 Agent Capacities

- Minimum 3,000 gallons of water
- Minimum 420 gallons foam concentrate
- Minimum 500-pound dry chemical system
- Minimum 500-pound Halotron 1 system or approved equivalent clean agent
- Water pump meeting applicable FAA and NFPA performance criteria
- High Reach Extendable Turret (HRET)
- Adjustable bumper turret

7.5 Secondary Agent System

A secondary agent system shall be provided consisting of a minimum 500-pound Halotron 1 system or approved equivalent clean agent meeting current environmental regulations.

The clean agent system shall:

- Be non-ozone depleting
- Comply with all applicable federal and state environmental regulations
- Be suitable for aircraft rescue and firefighting applications
- Be compatible with the vehicle's discharge plumbing and turret system

The system shall meet or exceed the performance criteria established in:

- Federal Aviation Administration AC 150/5220-10E (current version)
- National Fire Protection Association NFPA 414 (current edition)

8. ERGONOMICS

8.1 Crew Space

The cab and crew accommodations shall comply with the current edition of:

- National Fire Protection Association NFPA 414, *Standard for Aircraft Rescue and Fire-Fighting Vehicles*
- Federal Aviation Administration AC 150/5220-10E, *Aircraft Rescue and Fire Fighting Vehicles*, current version in effect at time of bid advertisement

All crew space shall be restricted to the interior of a fully enclosed cab with approved 3-point restraints.

Where practicable, instruments shall be used in preference to warning lights. If warning lights are used, a means to readily test the condition of all warning light bulbs shall be provided.

Instruments and warning lights shall be displayed so that they will be useful, convenient, and visible to the driver.

The instrument panel(s) shall either be easily removable as units or hinged for back access. Quick disconnect fittings shall be used for all electrical connections to the instrument panel. All instruments, except liquid filled gauges, shall be illuminated. Labels for control and instruments shall be backlit or illuminated.

All rotating or reciprocating parts, all parts with operating temperatures above 120° F (49° C), or that are electrically energized or are of such a nature or so located as to be a hazard to the safety of operating and maintenance personnel during their normal duties, shall be insulated, enclosed, or guarded as appropriate for the specific hazard and its location.

All space that is occupied or from which work is performed during operations, servicing, and maintenance of the vehicles shall be free from hazardous protrusions, sharp edges, cracks, or other elements that might reasonably be expected to cause injury to personnel.

8.2 Ride Quality

The vehicle suspension system shall comply with NFPA 414 performance requirements and shall be engineered to provide stable and controlled vehicle operation under both paved and off-airfield terrain conditions.

The vehicle shall be capable of safe operation over rough terrain and adverse surfaces at speeds of not less than 35 mph (56 km/h), without:

- Loss of vehicle control
- Injury to operating personnel
- Structural damage to the vehicle
- Compromise of firefighting system integrity

Ride performance shall be demonstrated through manufacturer documentation or testing data upon request.

8.3 Controls

All the controls necessary for the full operation of the vehicle and for activating the firefighting system shall be within reach of the driver.

Controls for the fire extinguishing system(s) shall also be within easy reach of a second crew station. All cab-mounted controls shall be identified by function and/or limitation with permanent backlit labels.

Firefighting equipment and controls located on the vehicle exterior shall be placed between 24 inches (609 mm) and 72 inches (1,828 mm) above the ground, catwalks, or deck plates, as applicable.

All controls located on the exterior of the vehicle shall be labeled with an illuminated permanent label identifying function and/or limitation.

8.4 Safety Features

The vehicle shall comply with NFPA 414 safety requirements and include the following minimum safety equipment:

8.5 Audible Warning Devices

- An electronic siren and speaker system capable of producing:
    - Minimum 95 dB(A) at 100 feet (30 m) directly in front of the vehicle
    - Minimum 90 dB(A) at 100 feet (30 m) at 45 degrees left and right of front center
- **Air Horn System:** Two (2) Air horns shall be provided and mounted to achieve optimum sound projection to the front of the vehicle. The activation button will be in the center of the steering wheel.
- **Back-up Alarm:** A “vehicle backing” warning device, audible up to 25 feet (7.6 m) behind the vehicle, shall be provided. Shifting the transmission into reverse shall activate the back-up alarm.

8.6 Stability & Monitoring

An illuminated inclinometer with visual and audible alert shall be provided at the driver’s instrument panel.

8.7 Cab Roof Access

A marine quality roof hatch shall be provided for roof access and as an emergency exit provision should such an exit be required.

8.8 Roof Walking Surface

A non-skid metallic surface with non-directional traction pattern shall be installed on the top of the vehicle center body to provide safe footing.

8.9 Monitoring and Data Acquisition System (MADAS)

The vehicle shall be equipped with an integrated Monitoring and Data Acquisition System (MADAS) that will allow monitoring of the following items as specified in NFPA 44. Components installed from the DWD system must be integrated.

The system shall record, at minimum:

- Vehicle speed
- Vehicle heading
- Lateral acceleration
- Vertical acceleration
- Longitudinal acceleration and deceleration
- Engine RPM
- Throttle position
- Steering input
- Brake input (pedal position and brake pressure)
- Date, time, and GPS location

The system shall:

- Continuously record and store data
- Preserve a minimum of 120 seconds prior to and 15 seconds following a significant event
- Be protected against data loss due to emergency shut-off or master electrical disconnect
- Allow secure data retrieval for post-incident analysis

Data storage architecture shall prevent immediate overwriting of critical incident data.

The GPS position of the truck shall be stored by the system in addition.

The data acquisition system shall be capable of storing the measurements and the time intervals, starting at least 120 seconds before and ending at least 15 seconds after any serious incident. The system shall be designed so that the data recorded will not be lost or overwritten immediately after the incident due to the use of an emergency shut off or a master electrical disconnect switch. System shall be “hot-wired” to the battery system and shall by-pass the normal electrical system. Appropriate software cables and instruments necessary to download and interpret the data shall be provided.

9. DESIGN CRITERIA

9.1 Maintainability

The vehicle shall comply with the current edition of:

- National Fire Protection Association NFPA 414
- Federal Aviation Administration AC 150/5220-10E, current version in effect at time of bid advertisement

Uses the fewest number of different parts consistent with the specified performance.

Permits maintenance with commercially available, general purpose mechanical tools and equipment. Bidder shall provide and document in the maintenance manual introduction any

special or nonstandard tools required, and any unique test equipment required to perform operator/owner maintenance and service.

Limits the number of tools and the variety of spare parts required for maintenance by such design practices as reducing the variety of bolt sizes, light bulb sizes, wire gauges, tubing, and pipe sizes as consistent with safety and performance requirements.

The vehicle shall utilize disconnect plugs, receptacles, junction boxes, bus bars, multiple-line connectors in the electrical systems, and readily detachable fittings in hydraulic and pneumatic systems, as applicable. All disconnect points shall be clearly labeled. All hydraulic and pneumatic lines and electrical wires shall be color, function, or number coded.

As applicable pilots, guides, slides, carriages, or other features shall be utilized if it adds to the ease of removal and installation or attachment of components.

Locates drains, filler plugs, grease fittings, hydraulic line-bleeders, and checkpoints so that they are readily accessible and do not require special tools for proper servicing.

The vehicle shall be designed and constructed so that the installation of each major subsystem or critical part can only be in its proper operating position.

Provides accessible connections, where needed, to attach troubleshooting, analytical, and diagnostic equipment to appropriate vehicle subsystems.

Operates with standard commercial lubricants. Grease and oil seals shall be of a design and located to provide accessibility for inspection, servicing, and replacement. Access to lubrication points shall be provided by means of an easy opening door or hinged panel. Lubrication fittings shall be in accessible, protected positions. Parts or assemblies that are not readily accessible for direct lubrication or are likely to be overlooked because of inaccessibility shall have extended fittings. A safety chain shall attach filler caps to lubrication fill points where practical.

9.2 Automatic Lubrication System

The vehicle shall be equipped with a centralized, automatic, continuous-duty lubrication system 6x6 W Rear Steer servicing suspension components and other applicable mechanical joints.

The lubrication system shall:

- Operate automatically during vehicle operation
- Increase component service life
- Reduce manual lubrication intervals

The system shall not be used to lubricate rotating driveline components (e.g., driveshafts) or the HRET assembly unless specifically engineered for those applications.

The Contractor shall provide:

- A manual reservoir filling pump kit compatible with the installed system
- A recommended spare parts kit for routine maintenance

9.3 Component Protection

The vehicle shall comply with NFPA 414 component protection requirements.

All oil, hydraulic, air, water, foam concentrate, and electrical system conduits, tubing, and hoses shall be in protected positions. They shall be secured to the frame or body structure and, except where a through-frame connector is necessary, shall be fitted with protective looms or grommets at each point where these items pass through panels or structural members.

All radiator grills, louvers, lamps, tie rods, drive shafts, piping, and other vulnerable components shall be protected by component location or by guards adequate to prevent damage from brush, stones, logs, or any other debris likely to be encountered by the vehicle during off road performance.

9.4 Painting and Corrosion Protection

The vehicle shall comply with NFPA 414 painting requirements.

The vehicle will be painted/striped in accordance with the FAA Advisory Circular and shall include the following:

Cab: per the FAA specification (Yellowish-Green)
Frame: Black
Rims: per the FAA specification (Black)
Superstructure: per the FAA specification (Yellowish-Green)
Front angle of approach: per the FAA specification (Yellowish-Green)

The chassis frame rails, engine structural supports, fender and body support will be undercoat rustproofed. A coating of epoxy sealer shall be applied with a minimum of 1.0 mil dry film build. The epoxy sealer allows for maximum adhesion to the body material. A color coating of PPG Urethane Paint Direct Gloss with PPG Catalyst shall be applied with a minimum of 2.0 mil dry film build. The catalyst provides a base level UV barrier to prevent fading and chalking.

9.5 Marking and Lighting Compliance

The vehicle shall be painted and marked in accordance with the current version of:

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

Lettering, striping, identification numbers, and logos shall be reflective and compliant with applicable FAA marking standards.

Single color reflective lettering and numerals 20x20 plates shall be applied per customer direction and sized appropriately to the vehicle design as space allows. Lettering will be blue 3m reflective material “Fort Lauderdale Hollywood International Airport Proudly Served by Broward County Sheriff Fire Rescue”. Vehicle numbers will also be affixed to the cab roof and each side of the vehicle. Further details shall be discussed and designed during pre-construction.

The customer shall provide the manufacturer with the approved airport/ARFF department emblem for installation by the manufacturer’s graphic specialists. The manufacturer shall advise the customer when the graphics should be delivered to them for installation so there is no delay in prepping the apparatus for final inspection/delivery.

Final graphics layout, numerals, striping configuration, and department identification wording shall be coordinated with the County prior to final production approval.

9.6 Stripping

An 8” white 3M reflective stripe with variable blue 3M reflective stripe shall be applied to the perimeter of the vehicle to meet the requirements as outlined in the FAA Advisory Circular #150-5220-10E. Striping information shall be discussed and designed during pre-construction.

9.7 Insulation and Air Conditioning

Insulation shall be fire and water resistant and of a type that will not pack or settle. Provisions shall be made to allow the drainage of water from between the walls by gravity flow. The average heat loss shall not exceed 0.24 BTU/ft2 (0.76 W/m²) per degree Fahrenheit per hour. All insulation that could be exposed to abrasion or damage from equipment storage or operator activities shall be provided with protective covering. All insulation that will be located on the exterior of the vehicle shall be protected from damage or exposure by a permanent cover to be constructed to match the vehicle exterior.

All components shall be designed, installed and/or protected so that their normal function will not be impaired by heavy rains, road splashes, formation of condensation, or the spillage of extinguishing agents from nozzles and fittings, recharging operations, or leaks in the piping system.

The normal temperature design criteria shall be for vehicle use in a temperature range of 32° F to 120° F.

The vehicle shall incorporate the use of air conditioning, and the system shall meet current automotive/truck and environmental protection standards for vehicle air conditioning. The air conditioning system shall not change the acceptable pass/fail criteria for any of the performance tests of the vehicle or the firefighting system.

An air conditioning system shall be installed in the cab. The evaporator shall be integrally installed with the heater/defroster unit. Bidder shall provide largest A/C system possible. Bidder bid package shall include the size (BTU) of their A/C in cab.

9.8 Materials

All materials shall comply with NFPA 414.

Materials shall be new and unused at time of manufacture.

Materials not specifically covered by this specification or applicable referenced specifications or standards shall be of the best quality currently used in commercial practice for ARFF vehicle fabrication.

Dissimilar metals shall not be in contact with each other. Metal plating or metal spraying of dissimilar base metals to prevent electrolysis is acceptable. The use of dissimilar metals separated by suitable insulating material is permitted, except in systems where bridging of insulation materials by an electrically conductive fluid can occur.

Materials that deteriorate when exposed to sunlight, weather, or operational conditions normally encountered during service shall not be used. If these materials are used, a means of protection against deterioration that will not prevent compliance with performance requirements must be provided.

Protective coatings that chip, crack, or scale with age or extremes of climatic conditions or on exposure to heat shall not be used. The use of proven, nonmetallic materials in lieu of metal is permitted if that use contributes to reduced weight, lower cost, or less maintenance and there is no degradation in performance or increase in long-term operations and maintenance costs.

10. FRAME

10.1 Frame Flexibility and Strength

The vehicle shall comply with the current edition of:

- National Fire Protection Association NFPA 414
- Federal Aviation Administration AC 150/5220-10E, current version in effect at time of bid advertisement

The design objective for the vehicle frame, suspension, and mounting of major components shall be to provide the capability for diagonally opposite wheel motion up to 14 inches (355 mm) above the ground without raising the remaining wheels from the ground or causing interference or parts failure. The vehicle is designed in such a way as to exceed this requirement. The upper motion of the vehicle suspension is such that it will travel a minimum of 7 inches (177 mm) in an upward fashion and exceed the lower travel limit of 7 inches (177 mm) in such a way to maintain tractability and prevent “hanging” of the suspension when conditions exceed this parameter.

10.2 Balance and Load Distribution

The fully loaded vehicle shall be able to meet the side slope stability performance requirements specified in FAA current Advisory Circular #150-5220-10E. The completed 6x6 HRET vehicle shall comply with NFPA 414 weight distribution requirements.

Weight shall be distributed as evenly as practical over the axles and tires.

The difference in tire load between tires on the same axle shall not exceed five (5) percent of the average tire load for that axle.

The difference in load between axles shall not exceed ten (10) percent of the load on the heaviest axle, and in no case shall any axle, tire, or suspension component exceed its manufacturer-rated capacity at full operational load. The front axle shall not be the most heavily loaded axle.

Certified weight documentation shall be provided upon delivery.

10.3 Dimensions

The overall height, length, and width of the 6x6 HRET vehicle shall be minimized consistently with:

- Rated payload
- Stability requirements
- Agent capacity
- Operational performance

The vehicle shall meet all applicable dimensional requirements of NFPA 414 and FAA AC 150/5220-10F.

10.4 Load Rating

The functional load rating of the frame shall equal or exceed the maximum gross vehicle weight rating (GVWR) under fully loaded operational conditions. The GVW includes complete chassis; cab with attachments, accessories, and equipment; the body with rated agent payload, including a full complement of crew, fuel, lubricant, coolant, firefighter protective clothing, equipment, and breathing apparatus in appropriate numbers; and firefighting hand tools and appliances. As per FAA AC150/5220-10F.

All structural components shall be engineered to support the rated load without permanent deformation or compromise of vehicle integrity.

10.5 Tow Eyes & Shackles

Two tow eyes shall be provided at the front and at the rear of the frame with a shackle for each tow eye.

11. BODY COMPONENTS

The bidders certified the latest current regulations including NFPA 414, FAA Advisory circular 150-5229-10E as well as ICAO and using ECE R29-3 and was tested with a real crash test to ensure cab safety.

The high-strength, two–door cab is made of aluminum profiles in combination with (shaped) aluminum sandwich panels. Pillar and roof pillars made of aluminum extrusion profiles that guarantee the structural rigidity of the cab.

A panorama-view windshield, in combination with full glass side walls as well as the compact dashboard, provides an excellent range of vision, including from the rear crew seats. The roof window offers a perfect view of the roof turret.

The front windshield and side windows of the cab shall be provided with standard automotive window tint.

The windshield is made of laminated safety glass, side and roof windows are made of tempered safety glass.

Interior sunshades of a roller type design shall be installed on the upper portion of the cab windshield and roof window.

The cab entrance is built with a low positioned outside step, integrated steps and wide opening doors that allow for safe access and offers more space for equipment in the cab with an additional compartment integrated in the step.

Access to the roof turret through a roof hatch is possible by using the rear wall mounted steps. Gas springs support the opening of the hatch and keep it in safe position even in windy conditions.

Hydraulically damp cab bearing elements guarantee maximum comfort on poor road conditions.

A rear-view mirror system consisting of a main, wide angle and front mirror, heated; main mirror is electrically adjustable from the driver’s seat position.

11.1 Bumper
A heavy-duty steel bumper covered with elements made of glass fiber-reinforced material (GRP) to protect the lower cab section.

For service needs these covers may easily be tilted down.

The following items are integrated into the bumper structure:

- Two (2) daytime LED running lights with integrated indication and positioning lights
- Two (2) pairs of high intensity LED headlights (high beam and low beam)
- One (1) pair of LED fog lights integrated in the bumper

11.2 Cab Doors
Large safety doors are provided on both sides. The doors open 90° to provide maximum safety for crew members entering and exiting with SCBA. In addition, a true staircase, not a ladder type entry shall be provided. The door system provides unmatched visibility with glass panels on the lower portion of the doors. The door system is equipped with hydraulic dampeners to assist in opening and closing the doors, as well as preventing damage from wind and aircraft engine blast. One additional nylon strap will be added to door holder.

11.3 Cab Door Electric Windows

The cab door sliding window shall be electrically actuated. Window controls shall be mounted on the console and accessible for operation by both front crew members (driver and turret operator).

11.4 Compartments

Compartments shall comply with NFPA 414.

All compartments shall be:

- Weather-tight
- Vented as required
- Drains to allow collected water to run out under the vehicle shall be provided. The floor of all compartments shall be lined with PVC matting (turtle tile)

All compartments shall be supplied with a highly visible, permanently affixed label clearly stating the maximum weight that can be placed in the compartment based upon tilt table certification testing.

All compartments roll up doors will have a pull strap.

11.5 Roll-up Compartments Doors
Primary access to vehicle compartments on the vehicle shall be via doors of a rollup design. Doors shall be aluminum rollup type with a bar latch mechanism to open/close the door. Secondary access to some vehicle storage areas will utilize a hinged panel door design.

11.6 Open Compartment Door Warning System
There shall be an indicator on the cab dash which will be highly visible during the day or night. This indicator shall be wired to an audible signal to advise the operator when a compartment door is open. This warning indicator shall be interlocked with the vehicle’s parking brake and shall operate whenever the parking brake is released.

11.7 Adjustable Shelf

Five (5) adjustable shelves lined with PVC matting (turtle tile) will be provided.

Three (3) Floor mounted pullout trays lined with PVC matting (turtle tile) will be provided.

Two (2) Pull out shelves lined with PVC matting (turtle tile) will be provided.

Final shelf configuration and equipment layout shall be determined during the pre-construction conference.

11.8 Wheel Well / Equipment Storage

Storage compartments shall be provided between the rear tandem wheels where space permits for storage of portable fire extinguishers and self-contained breathing apparatus (SCBA) cylinders (minimum 45-minute rated cylinders).

Two (2) SCBA exterior storage compartments shall be provided and located one (1) each side between the rear tandem axles. Each compartment shall hold two (2) SCBA bottles and one (1) fire extinguisher in separate protected tubes. The compartments shall be provided with a horizontally hinged, lift-up painted door with thumb latches and shall utilize a hold-open device.

11.9 Rear and Forward Compartments

Two (2) rear compartments located at the rear of the body shall be provided with hinged or roll-up doors.

Two (2) forward compartments located forward of the center body shall be provided with roller shutter or hinged doors.

Compartment sizing shall maximize available space within structural and operational constraints.

11.10 Handrails

Slip-resistant handrails or guardrails constructed of corrosion-resistant material shall be provided at all steps, walkways, and elevated workstations in accordance with NFPA 414.

Handrails or a guardrail shall be provided for personnel safety at all steps and walkways including along the top of the vehicle. The rail materials shall be heat and corrosion-resistant and shall be provided with a low-maintenance, durable, Sunlight, weather, heat, and corrosion resistant finish. The finish shall be slip resistant. All lower handrails will be lit.

11.11 Running Boards, Steps, Walkways, and Access

All running boards, step surfaces, ladder rungs, walkways, and catwalks shall incorporate anti-slip tread surfaces.

The height between steps shall be less than 20 inches (508 mm). The lower steps shall be 22 inches (558 mm) or less from the ground in the loaded condition. The tread of the bottom steps shall be at least 8 inches (203 mm) in width and succeeding steps at least 16 inches (406 mm) in width. The full width of all steps shall have at least 6 inches (152 mm) of unobstructed toe room or depth when measured from and perpendicular to the front edge of the weight-bearing surface of the step.

12. CAB AND ACCESSORIES (2026 MODERNIZED)

12.1 Cab Controls

The cab shall be equipped with all controls required for safe vehicle and firefighting system operation.

12.2 Controls

Ergonomically grouped around drivers and co-drivers seating position:

- Switch for emergency lights
- Lighting system controls
- Firefighting controls include water, foam and auxiliary agent system activation switches, HRET controls and bumper turret controls
- Chassis controls

Following steps are performed automatically, when switched to Pump and Roll:

- PTO engaging
- Engine goes to preset pump rpm
- Foot throttle pedal switches to power divider or equal.
- Water tank suction valve opens
- Foam System engaging
- Priming pump starts working (till pump pressure reaches approx. 2 bar)

The firefighting system switch provides three positions and allows the vehicle to operate in Road (driving) mode, Pump and Roll (crash mode), and Stationary Pump (structural mode) which locks out the drivetrain and allows control of the vehicle firefighting system from the structural pump panel located in the pump compartment.

The following switches shall be supplied in the cab and shall be of a design that is one touch activated, backlit and color coded to function and containing an indicator to advise that the switch is energized. Some switches are programmed to contain multiple functions activated by “toggling” the switch through its function.

- Switch for Water Tank Suction Valve
- Switch for Foam Tank Suction Valve
- Switch for Water Pump Primer
- Switch for Foam Admixing Rate (i.e. 1%, 3%, 6%)
- Switch for Under truck Nozzles (i.e. Self-Protection Nozzles)
- Switch for Windshield Deluge System
- Switch for Auxiliary Agent Propellant Gas
- Switch for Rear Scene Lights (If specified.)
- Switch for Windshield Wipers and Washer
- Switch for Emergency Lighting System
- Switch for Differential Locks
- Switch for Headlights/Marker Lights w/ Dimmer Control
- Switch for Turn Signals w/ Integrated High/Low Beam Headlight Control
- Switch for Hazard Markers
- Switch for Engine Start/Stop
- Horn Control

- Park brake control
- Siren Controls w/ Microphone

12.3 Dry Chemical Agent Control Panel
Activation of propellant for dry chemical powder unit via safety switch in cab accessible by both the driver and passenger. Two (2) pressure gauge. One (1) will be mounted in the cab, displaying the vessel pressure of the dry chemical system. And One (1) next to the vessel.

12.4 Halotron Agent Control Panel
Activation of propellant for the Halotron unit via safety switch in cab accessible by both the driver and passenger. Two (2) pressure gauge. One (1) will be mounted in the cab, displaying the vessel pressure of the dry chemical system. And One (1) next to the vessel pressure of the Halotron system.

12.5 Lateral Acceleration Indicator
A bidders Driver Warning Device (DWD) shall be installed providing an in-cab vehicle operator training device inclusive of a lateral acceleration sensor and driver awareness/alarm system. The system shall provide both visual and audio warning signals to the driver as specified in the current NFPA 414 and FAA Advisory Circular 150/5220-10E.

The system shall provide the ability to set an alarm threshold for the vehicle. The alarm includes an advisory light at each 10% of the threshold with a color change and audio alert up from 70% of the level.

12.6 Interior Cab Equipment
A low floor and a wide door on each side of the cab to allow rapid entry and exit shall be provided. The ergonomically laid out instrument panel is equipped with a full set of instruments, weatherproof illuminated switches and a complete warning system with indicator lights and audible alarms. All substantial firefighting functions including the turret controls are within reach of driver and co-driver on a center console.

- Heavy duty non-slip flooring shall be provided in the cab.
- Instrument panel, with integral dash mounted controls.
- Heater/defroster; fresh air and re-circulating type, outlets spread evenly across the dash.
- One (1) lighted grab handle at each cab door for entry assistance.
- Windshield shall be one-piece, high visibility and shatter-proof laminated safety glass.
- Roof viewing window.
- Digital Clock
- Large Cup holders
- Two (2) 120V AC outlets operating off the generator or shore line.
- Two (2) Stream light SL-45 HID lanterns with individual chargers will be mounted one (1) on each side of the cab interior and wired to the vehicle's electrical system

12.7 EMS Cabinet w/ Roll-up Door
There shall be a forward-facing EMS cabinet installed on the rear wall of the cab. The cabinet shall be constructed of smooth aluminum plate with two (2) adjustable shelves and two (2) LED lights.

The cabinet shall be equipped with a roll-up door constructed of anodized aluminum. 110 Duplex plug outlet with a 36in loop cable loose.

12.8 Driver's Seat
One (1) high back adjustable (fore, aft, up & down) air ride driver's seat with hard back, covered in grey Dura-Wear material and integrated seat belt system shall be installed. The integrated seat belt shall be red in color to provide contrast.

One (1) NFPA 1901 compliant SCBA bracket mounted on the rear wall of the cab for driver's SCBA. With straps.

12.9 Turret Operator's Seat
One (1) high back adjustable (fore, aft, up & down) turret operator's seat with integrated SCBA bracket, covered in grey Dura-Wear material and integrated seat belt system shall be installed. The integrated seat belt shall be red in color to provide contrast.

A removable insert to cover the SCBA unit when mounted in seat back shall be supplied.

12.10 Left Side Crew Seat
One (1) high back adjustable fixed position fire-fighter crew seat with integrated SCBA bracket, covered in grey Dura-Wear material and integrated seat belt system shall be installed to the left and slightly aft of the driver's position and shall egress directly out the left cab door. The integrated seat belt shall be red in color to provide contrast.

- Accelerator and brake pedals
- Air conditioning and heater/defroster controls
- Color-coded complementary agent system activation (Halotron 1 or approved equivalent clean agent and dry chemical)
- Rotary differential lock control
- Dome light manual and door-activated switches
- Foam concentrate reservoir control valve
- Headlight switch with dimmer
- Horn and siren controls, including microphone integration
- Master electrical disconnect switch (engine compartment mounted)
- Panel illumination controls with dimmer
- Parking brake control
- Power-adjustable mirror controls
- Ignition start/stop switch
- Switches for emergency and non-emergency LED lighting
- Transmission range selector
- HRET and bumper turret controls
- Windshield deluge control: A Windshield Deluge system shall be furnished and installed on the chassis cab. The windshield deluge system shall have four (4) nozzles mounted above the windshield and have a separate pump assembly with activation switch in the cab. Minimum pump output shall be 3 gpm (11 lpm). The windshield deluge system shall be plumbed to direct clear water onto the windshield. The system shall be provided with a screen to prevent debris from rendering any nozzles or the pump is inoperable.
- Windshield wiper and washer controls (column mounted): Three (3) wet arm wipers with jet washers are provided including a reservoir. The reservoir is mounted on driver's side cab easily visible and easily accessible.
- Cup holders
- 120VAC or equivalent power outlets for accessory equipment (minimum two)

All switches shall be weatherproof, illuminated rocker or push-type with clear functional legends.

12.11 Crew Space and Doors

The cab shall comply with NFPA 414 and FAA AC 150/5220-10E (current edition) and include:

- Construction of welded aluminum extrusions and plates for optimal strength-to-weight ratio and rollover protection
- Gutter system and/or windshield deluge or approved equivalent to prevent foam/water from obstructing driver visibility during turret operations
- One door per side, capable of at least 80-degree opening; door windows electrically controlled with at least one switch per door, and secondary control accessible from driver's position
- Laminated or tempered tinted safety glass windshield with a minimum area of 70 sq. ft. (6.5 m²)
- Driver seated in center or offset-forward position providing lateral field of vision approximately 280° (140° left/right) and vertical visibility upward 90° and downward 25°, with ground visibility to at least 15 ft (4.5 m) in front of vehicle
- Center console to house turret controls, communications equipment, and siren system, accessible from driver or turret operator position
- Weather-tight, acoustically and thermally insulated cab maintaining driver noise levels ≤ 85 dB(A) under normal operation
- Seating for driver and two (2) crew members, with SCBA mounting provisions for crew seats and accessible SCBA storage for driver
- Large, heated, four-way power adjustable and remotely operated mirrors shall be mounted on the front of the cab, providing excellent visibility. Mirrors shall provide a minimum of 60 square inches (38,709 square mm) viewing and incorporate a wide-angle convex mirror. The mirror controls shall be located on the left side for ease of use by the driver.
- Two (2) gooseneck map lights shall be installed, one (1) on each side of the cab dash.
- A camera system will be provided to give the driver a full view of the outside of the vehicle. Four (4) cameras will be installed on the exterior of the vehicle one (1) on each side, front, and rear of the vehicle.

  When the blinker is engaged the camera for that side of the vehicle will show that view for the driver. When the vehicle is driving or parked the driver will have a live view of the entire exterior area around the vehicle; cameras shall:

  - Activate automatically when vehicle in reverse (rear) or turn signal (side)
  - Be manually overridable from the cab
  - Display on integrated or separate monitor(s) visible to driver

- Integrated accessory lighting and power outlets in cab (minimum two 12V or equivalent outlets)
- Internal storage compartment(s) with at least four shelves and roll-up or hinged door(s), sized and located per operational needs

12.12 Instruments and Warning Lights

All instruments shall be readable from the driver's seated position and integrated into the vehicle multiplex system if provided. The cab shall incorporate a visual warning indicator designed to notify the driver whenever the lights remain in the raised position, thereby preventing potential accidental damage.

12.13 Information

- Speedometer (electronic)
- Tachometer (electronic)
- Transmission mode (N / active gear / R)
- Odometer
- Transmission oil temperature
- Coolant temperature
- Dual air pressure (indication and warning)
- Differential locks activated
- Fuel level
- Ad-blue level
- Voltmeter
- Indicator left/right
- Lights (low beam / high beam, fog lights, rear fog lights)
- Engine brake
- Indicator speed in mph
- Indicator pressure in psi
- Indicator temperature in °F

All information shown in the driver's or pump display will be in English language. Additionally, to the labelling by explicit symbols, all switches / operating elements are lettered in English language.

12.14 Warnings

- Engine oil pressure low
- Coolant temperature high
- Coolant level low
- Transmission oil temperature high
- Park brake engaged
- Fuel level low
- Exhaust system
- Engine check/stop
- ABS deactivated

Warning Sign that states "Occupants must be seated and wearing a seat belt when apparatus is in motion" will be provided in locations that are visible from each seated position in accordance with NFPA 414.

12.15 Instrumentation Display (Standard)

The vehicle dash cluster instrumentation shall be standard psi.

13. DRIVELINE AND CONTROLS

13.1 Control Panel or Fire Fighting Operation

Control of the firefighting system is done via LCS 2.0 control display within a well-designed menu navigation. All necessary control elements appear as a button in the relevant submenu. A status-LED in combination with the information in the display shows active buttons. Or equal.

The following buttons are always provided at the display:

- Optical alarm devices
- Acoustic alarm devices
- Pump operation
- Pump operation / manual operation
- Foam operation
- Scene lighting
- Warnings
- System information

Additional service screens in the display contain detailed information regarding engine, gearbox and superstructure.

Activation and deactivation of the fire pump (automatic mode) as well as engine speed adjustment is done via display screen. Pressing the "Start"-button activates an automatic mode (Pump and Roll) with following functions:

- Activation of PTO of torque converter
- Increase engine speed
- Open water tank suction valve
- Engage priming pump (if specified)
- Engine speed is infinitely variable via turn switch

13.2 Axles

The axles shall be rated and certified as being suited for the intended use. The axle manufacturer's approved rating shall not be raised to conform to the requirements of this specification.

Front and rear axles shall have adequate capacity to carry the fully loaded vehicle under all intended operating conditions. The maximum variation in axle tread shall not exceed 20 percent of the tire(s) sectional width at rated load.

Tractive power at each wheel shall be achieved by use of torque proportioning differentials or other suitable automatic devices that will ensure that each wheel of the vehicle is driven independently of the other wheels.

Front axles shall be equipped with steering drive ends designed to eliminate fluctuations in angular velocity of the wheels when cramped either left or right at all normal operating speeds.

An all-wheel drive axle system is provided. The well-proven design is widely used in commercial and military applications. An extensive testing cycle applied to pre-series vehicles ensures reliability and longevity in this specific ARFF application.

The usage of torque increasing planetary hub ends reduces the size of the differential housings and improves the ground clearance for extensive off-road operation. All airlines will have a coupler style fitting. (Push lock fittings will not be accepted.) As per FAA AC 150/5220-10F).

13.3 Brake System

A pneumatically actuated brake system shall be provided that has been tested and certified. The system shall include an all-wheel, split-circuit, power-assisted service brake, a modulation capable emergency brake and parking brake.

13.4 Brake System Design Requirements

The braking system meets or exceeds current FAA, NFPA, ICAO and the Federal Motor Vehicle Standard (FMVSS) 121 requirements. An ABS braking system is provided as standard for improved safety. Brake drums are directly mounted to hub and wheel. In case of a major drive shaft failure, the vehicle can still be stopped safely. All airlines will have a coupler style fitting. (Push lock fittings will not be accepted.) As per FAA AC 150/5220-10F.

13.5 Service Brakes

Dual circuit brake system with ABS; brakes directly mounted onto hub and Wheel vehicles can still be stopped safely also in case of a drive shaft failure color coded nylon tube throughout routed along chassis frame rail air tanks with drain valves.

- All airlines will have a coupler style fitting. (Push lock fittings will not be accepted.)
- Air compressor discharge line made of stainless steel/Teflon, reservoir capacity
- Approximately 6100 cubic inches (100 liters); Air dryer with heated elements.

As per FAA AC 150/5220-10F

13.6 Pneumatic Outlet Connection

A Pneumatic outlet connection shall be supplied on the left side of the vehicle underneath the drivers' door in a protected position. The connection will be supplied with a quick disconnect, Milton #777 female connector and a related male connector shipped loose w/ the vehicle. A 50-foot 1/2" inside diameter air hose with tire gauge shall be supplied loose and equipped with connectors to mate with the above connection.

13.7 Pneumatic Hose Reel

An air hose reel with 150' feet of 1/2" inside diameter hose shall be supplied and mounted in a over wheel compartment on the left side of the vehicle. Reel shall have electric rewind capability and shall have rollers attached to prevent chafing and to aid in deployment.

13.8 Auxiliary Air Compressor

An auxiliary air compressor shall be provided. The air compressor shall maintain the air brake system at operating pressure to allow immediate start-up and operational readiness.

13.9 Auto-Eject

A Kussmaul Auto-Eject air connection shall be supplied on the left rear of the vehicle to permit charging of the air tanks from an external air source.

13.10 Steering

The power assisted steering shall have sufficient capacity so no more than 15 pounds (6.8 kg) pull is necessary on the steering wheel rim to turn the vehicle wheels from lock to lock of the fully loaded vehicle when stationary. Per FAA AC 150/5220-10F.

The design of the steering mechanism shall permit manual steering to bring the fully loaded vehicle to a safe stop after power-assist failure.

The vehicle shall perform as follows when driven on a steering pad around a 100-foot (30 m) radius circle:

(1) With increasing speed, the steering angle shall increase; over steer shall not be acceptable.
(2) The vehicle shall remain on the prescribed path until achieving a speed at least equal to the standard specified in NFPA 414 Table 2, Performance Parameter The wall-to-wall turning diameter shall be no greater than three times the length of the vehicle.

A tilt/telescoping steering wheel/column shall be provided.

A left center, ram assisted power steering system is provided.

13.11 Suspension

The suspension system is fully tested and is NFPA/FAA/ICAO compliant and meets all current requirements for an Off-Road High Mobility Suspension System. As per FAA AC 150/5220-10F.

The axles and suspension system shall be such that the total un-sprung weight of the vehicle will not be greater than 20 percent of the in-service GVW.

Double-acting hydraulic shock absorbers shall be provided for all axles or bogies, as applicable.

Energy absorbing stops shall be installed to prevent damage to axles, drive shafts, the engine oil pan, or any other portions of the chassis from bottoming.

13.12 Transfer Case

The transfer case shall be certified as suitable for the intended service.

The transfer case is incorporated in the main transmission. The combination of these two major power transfer components reduces the amount of maintenance items on the vehicle.

13.13 Transmission

As per FAA AC 150/5220-10F:

A single source transmission system, consisting of power divider, torque converter, and six-speed automatic power shift transmission with integrated transfer case shall be provided to ensure perfect matching of these components. A single supplier allows easy service support for these major drive train components.

The main transmission is remotely mounted in the center of the chassis, low in the frame rails. The low mounting position while still providing excellent ground clearance allows for a lower center of gravity, thus increasing the dynamic stability of the vehicle.

The input section of the transmission consists of two gear-driven clutch shafts. Each shaft contains two 7-inch clutch packs of the orifice type. When the clutch is engaged, output is from gear and drive rings on the clutch shafts and through gears on the compound shaft. This shaft contains two 9-inch clutch packs equipped with individual feedback dump valves. The front 9-inch clutch is an LD type clutch and the rear is an S type clutch. A spline-connected output gear on the 9-inch clutch shaft is meshed with the input gear on the inter-axle differential. The differential includes two independent output shafts connected through the inter-axle differential. The differential has a clutch that when applied, locks up the differential providing a solid drive through the differential to the outputs or equal.

13.14 Wheel and Tire Assembly

Single tires for optimal off-road performance are provided on all axles. The tires have high mobility non-directional tread. All tires are interchangeable without restrictions. Painted black rims.

Front Wheels
Wheel type: Singel Wheel
Wheel size: 18.00 x 21
Tire type: High Mobility Tires Michelin XZL
Tire size: 24R x 21

Wheels and tires are interchangeable with rear axle.

Rear Wheels
Wheel type: Singel Wheel
Wheel size: 18.00 x 21
Tire type: High Mobility Tires Michelin XZL
Tire size: 24R x 21

Wheels and tires are interchangeable with front axle.

Two (2) spare wheel and tire assembly interchangeable with front or rear axle shall be provided. Rim painted black.

13.15 Mud Flaps

Mud Flaps shall be installed behind each wheel well to reduce damage from stones, brush etc. being thrown off the tires.

14. ELECTRICAL SYSTEM

14.1 Coolant Heater

A 120V engine coolant preheating device with thermostat shall be provided, including a dedicated 120V, 30-amp auto-eject connection or approved equivalent.

14.2 Lighting and Marking System

The vehicle shall have a custom integrated warning light system that conforms to the parameters of current NFPA 414 and FAA Advisory Circular #150-5220-10E and shall consist of the following:

Bidder will provide an upper and lower emergency lighting system custom designed for the vehicle that is integrated into the body structure to provide illumination in a 360° pattern around the

vehicle. The lighting system shall consist of high intensity LED flashers set in a varying flashing pattern.

Integrating the lighting system into the body structure eliminates the need to position varying styles of light bars on the vehicle and the utilization of LED flashing units assures high visibility, minimal maintenance and long bulb life.

14.3 Upper Front & Side Warning Lights

Red LED lights shall be provided in an integrated panel mounted on top of the cab of the vehicle facing forward and to each side of the vehicle. Lights shall be programmed to provide maximum flashing effect.

14.4 Upper Rear & Side Warning Lights

Red LED lights shall be mounted integrated in the engine mod on the top rear and rear side of the vehicle.

14.5 Lower Rear Warning Lights

Red LED lights shall be mounted in the lower rear area of the vehicle.

14.6 Lower Side Warning Lights

Three (3) red LED lights shall be mounted on each side of the vehicle at the front, mid-ship and rear.

14.7 Lower Front Warning Lights

Red LED lights shall be mounted on the front of the cab.

14.8 Lower Warning Disable Switch

A switch shall be provided in the cab to disable the lower warning lights.

14.9 Air Traffic Warning Lights

Two (2) amber LED lights shall be mounted on top of the vehicle, one (1) at the left front and one (1) at the right rear.

14.10 Vehicle Marking Light System

Vehicle clearance marker lights, with reflectors, shall be furnished and installed.

14.11 Headlights

Four (4) Front high intensity LED head lamps w/ high/low beam (two pairs).

14.12 Driving Nights

Two (2) LED driving lights shall be supplied and mounted below the front bumper in the 30-degree approach panel.

14.13 Can Interior Lights

Three (3) interior cab dome lights selectable between red and white lens illumination and capable of manual or automatic operation shall be installed.

14.14 Brakes / Taillights

Two (2) red LED lights with reflectors shall be installed. These lights shall function as stop lights and taillights.

14.15 High Mounted Brake / Taillights

High and low mounted red LED lights shall be installed for safety.

14.16 Reverse Lights

Two (2) LED white, reversing lights shall be installed. These lights shall illuminate when the vehicle transmission is placed in reverse.

14.17 Direction Indicating Lights

LED directional (signal) indicators front and rear shall be installed. These lights also function as road hazard warning lights.

14.18 Compartment Lights

Each compartment will be supplied with weatherproof LED strip lights on both sides of the door that are switched to automatically light when compartment doors are opened and the vehicle master switch is in the “on” position. This includes pump, under tank, and engine compartments.

14.19 Deck and Work Led Lights

Upper deck and work surface lighting around the doors and compartments shall be provided. The system shall be wired to the vehicle’s parking brake to activate whenever the parking brake is set.

14.20 Led Scene Lights

A total of Eight (8) Whelen Pioneer Plus Duel PCH2/PCP2 Flood/Spotlight 20,000 lumen LED lights shall be provided and mounted two (2) on the front of cab and three (3) on each side of the vehicle controlled from a switch in the cab. Two (2) side lights will also switch on automatically when the vehicle is placed in reverse. These lights will be selected at Pre con.

14.21 Rear Led Scene Lights

Two (2) Whelen Pioneer Plus Duel PCH2/PCP2 Flood/Spotlight 20,000 lumen LED DC powered lights shall be mounted on the rear of the vehicle, one each side, to provide illumination of the work areas behind the vehicle. These lights shall be operated by a single cab mounted switch. These lights shall also be switched “on” automatically whenever the vehicle is in the reverse mode of operation.

14.22 Led Wireless Spotlights

Two (2) electric joystick-controlled LED wireless spotlights (160,000 cp) will be mounted on the front cab corners one (1) on each side.

14.23 Power Supplies

A 110 VAC battery conditioner shall be furnished and installed on the vehicle. The battery conditioner shall be wired to maintain the chassis battery system when the vehicle is parked.

One (1) 20-amp Kussmaul Auto-Eject quick disconnect plug/socket for the required on-board electrical components shall be installed at the rear left side of the vehicle.

- The engine coolant heater shall be wired to the auto-eject plug/socket.
- The vehicle's on-board air compressor (if specified) shall be wired to the auto-eject plug/socket.
- The vehicle's on-board battery charger shall be wired to the auto-eject plug/socket

Alternator: A high-capacity alternator shall be provided meeting FAA 5220-10E and NFPA 414. The alternator shall include a warning light in the cab to indicate alternator failure.

Batteries: Two (2) 12-volt maintenance-free batteries with frame rail mounted carrier on left rear side of vehicle. The system shall have sufficient cold cranking batteries capacity that meets the engine manufacturer's recommendation for the lowest ambient starting temperature.

Battery jump studs: Battery jump studs shall be installed on the exterior of the battery box.

Maintenance Switch: A battery disconnect-isolator switch is provided and shall be mounted near the batteries. The switch will prevent starting of the vehicle during maintenance and will be wired so as to not interrupt the major power supply to the vehicle's starter.

The switch will also be lockable 5 extra keys will be provided.

Remote voltmeter: A remote voltmeter energized by a switch shall be provided adjacent to the auto eject shoreline and cab.

14.24 Wiring

All wiring shall be numbered or color or function-coded for proper identification. Wiring shall be of stranded conductors and of a wire gauge commensurate with the anticipated maximum electrical load of the circuit.

Wires shall be insulated in accordance with the applicable standards of the Society of Automotive Engineers (SAE).

All connections shall be made with lugs or terminals mechanically secured to the conductors.

Wiring shall be secured in place and protected from heat, oil, lubricants, firefighting agents, and physical damage. Appropriate circuit breakers shall be provided. Circuit breaker panels shall be easily accessible for service. A copy of this diagram shall also be included in the maintenance manual.

Where wiring passes through sheet metal or structural components, rubber grommets shall be used to protect wiring and wiring looms. Precautions must be taken in all areas to guard against chafing or excessive strain.

The vehicle shall include a robust electrical system capable of supplying all operational and auxiliary electrical loads:

- Single or dual alternator system, rated to meet all vehicle loads (or approved equivalent) with alternator failure warning
- Six (6) to eight (8) 12V AGM maintenance-free batteries sized to meet vehicle operational requirements, with remote voltmeter monitoring

- Master vehicle disconnect switch, lockable and rated for full system current
- 120V, 20-amp polarized auto-eject receptacle for external power supply, mounted for convenient access
- Engine compartment start-prevent switch to support safe maintenance operations

All components shall comply with NFPA 414 and SAE electrical standards.

14.25 Starter

Electric starting system, fully compatible with engine and electrical system.

14.26 Wiring

- All wiring shall be number-coded and function-coded to match as-built electrical schematics
- Quick-disconnect plugs provided throughout for maintenance and replacement of components
- Insulation shall comply with SAE standards
- As-built wiring diagrams shall be supplied with vehicle delivery

14.27 Radio and Communications Equipment

- Four (4) dash mounted 12V power points two (2) USB 2.1-amp auxiliary ports and two (2) cigarette lighter style ports shall be installed, clearly tagged and labeled
- Aviation-band mobile radio compliant with FAA communication standards, integrated into cab with external antenna and speaker
- Multi-band public safety mobile radio, compatible with Broward Sheriff's Office Department of Fire Rescue (BSODFR) system and siren interface, with remote mounting if required
- Portable radio adapter for mobile operation
- Integrated intercom system for driver and two crew members:
    - Transmit, receive, and intercom capability
    - Compatible with aviation-band and company radios
    - Boom microphone with headset for each crew position

The vehicle will be provided with three (3) separate 30-amp circuits with breakers and connections provided in a space adjacent to the driver and turret operator for the installation of Customer provided and installed radios and other communication equipment after the vehicle is delivered to the end user. To facilitate the installation of the communication equipment, three (3) antenna taps shall be provided and installed on top of the cab with cabling run to the center console for the Customer installed radios.

The following radios shall be supplied and installed in the vehicle center console:

The vehicle shall be provided with radio interference protection in accordance with SAE J551/4, Test Limits and Methods of Measurement of Radio Disturbance Characteristics of Vehicles and Devices, Broadband and Narrowband, 150kHz to 1000MHz, or an equivalent radio interference suppression standard.

An ICOM IC-A210 An ICOM IC-A220 Aviation Airband Mobile radio (current model) shall be provided

a. One Motorola APX 8500 mobile radio with siren function (current model), with remote mount and external speaker and antenna. Radio to be programmed to BSODFR current banding:

- 1 M37TSS9PW1AN APX8500 ALL BAND MP MOBILE
- 1 G607AC ADD: CBL REMOTE MOUNT 75 FEET
- 1 G610AC ADD: REMOTE MOUNT CBL 30 FEET
- 1 GA01513AA ADD: ALL BAND MOBILE ANTENNA
- 1 G806BL ENH: ASTRO DIGITAL CAI OP APEX
- 1 G67DF ADD: REMOTE MOUNT MP
- 1 GA00226AB ADD: GPS/WI-FI ANTENNA
- 2 G892AB ENH: HAND MIC, GCAI WATER RESISTANT
- 1 G51AT ENH: SMARTZONE OPERATION APX
- 2 G831AD ADD: SPKR 15W WATER RESISTANT
- 1 GA01517AA DEL: NO J600 ADAPTER CABLE NEEDED
- 1 G361AH ADD: P25 TRUNKING SOFTWARE
- 1 GA00580AA ADD: TDMA OPERATION
- 1 G996AS ENH: OVER THE AIR PROVISIONING
- 1 GA09001AA ADD: WI-FI CAPABILITY
- 1 GA09008AA ADD: GROUP SERVICES
- 1 QA03399AA ADD: ENHANCED DATA
- 1 G442AJ ADD: O5 CONTROL HEAD
- 1 G444AH ADD: APX CONTROL HEAD SOFTWARE
- 1 GA00092AS ADD: DUAL-CONTRL HD HARDWARE

b. A Setcom 1310 headset/intercom system (current model), with headsets for (3) three crew members interfaced with the aviation band and company radios with one ear wired for each of the above radios and a boom microphone attached to the headset. The driver and crewmember's headsets shall have transmit, receive and intercom capability.

15. ENGINE AND ACCESSORIES

15.1 Engine

A high-performance diesel engine with electronically controlled fuel injection system and modern, fuel efficient 4-cyle design as follows:

- Tier IV final emission ratio certified.
- High performance diesel engine with electronically controlled fuel injection system. As per FAA 5220-10E.

15.2 Engine Brake

An engine brake shall be provided for assisted braking. The engine braking system shall be activated by releasing the throttle pedal: system can be deactivated by pressing an ON/OFF switch located on the dashboard.

15.3 Cooling System

15.3.1 Type:

Water-ethylene/glycol cooling

15.3.2 Performance:

System shall have the capability to stabilize the vehicle's engine temperature within the limits specified by the engine manufacturer under all operational conditions encountered by the vehicle.

15.3.3 Construction:

Heavy duty type, bolted construction modular design that includes the transmission oil cooler, remote mounted, semi-transparent reservoir tank for easy fill access, reservoir is visible from an access door at rear side of vehicle. Drain cocks shall be provided on the low points of the system to aid in draining the system completely, if needed.

15.3.4 Air flow:

Thermostatically clutch controlled pusher fan shall provide fresh air to the radiator. Air is ingested through the top of the vehicle and exhausted out the rear. Hot air from the engine compartment is never directed across the radiator cooling fins and provides excellent engine temperature control.

15.3.5 Hoses and Connectors:

All hoses associated with the coolant system (radiator and heater) shall be made of silicone material and shall be secured with constant torque clamps.

15.4 Exhaust System

The vehicle will be supplied with a stainless-steel pipe and muffler. The exhaust is terminated in such a way as to minimize noise on the interior and exterior of the vehicle.

15.5 Exhaust Termination

The exhaust shall terminate with a vertical exhaust tip that directs all exhaust away from the vehicle.

15.6 Fuel System

15.6.1 Capacity:

One (1) nominal 80-gallon fuel tank shall be supplied. The fuel tank supplied meets the performance requirements as outlined in FAA Advisory Circular #150-5220-10E which states that the vehicle fuel tank shall have sufficient capacity to provide for a minimum of 30 miles of highway travel at 55 mph (88.5 kph) average plus 2 hours of pumping at the full-rated discharge. Additional fuel capacity shall be provided for a minimum of four (4) hours of operation of each accessory item (such as a generator or fuel-fired heater(s) that uses the common fuel tank as a source.

15.6.2 Location:

Side on right hand side

15.6.3 Primary Fuel Filter/Water separator:

One (1) thermostatically controlled heated fuel/water separator

15.6.4 Secondary Fuel Filter:

One (1) filter element

15.6.5 Fuel Re-prime switch:

An electric in-line aux fuel pump shall be supplied to prevent loss of prime to the engine and aid in the replacement of fuel filters during routine maintenance.

15.7 Governor

An engine governor that will not adversely affect the automotive or extinguishing agent system performance shall be provided. The governor shall be set to limit engine speed so that it cannot exceed the maximum rpm recommended by the engine and driveline component manufacturers.

15.8 High Idle Switch

An engine high idle switch shall be supplied and shall maintain the engine idle at approximately 1200 rpm when engaged. The switch will be tied to activate only when the transmission is placed in neutral and the park brake is set

15.9 Lubrication

The engine, transmission, and chassis shall be lubricated per the manufacturer's current specifications.

- The engine and transmission shall operate efficiently and without detrimental effect to any drive train components when lubricated with standard, commercially available lubricants in accordance with the recommendations of the engine and transmission manufacturers.
- All oil filters for engine, transmission, and power divider shall be full-flow, spin-on, replaceable type or approved equivalent.
- Lubrication system shall allow for ease of service and maintenance.
- All moving parts requiring lubrication have a means of providing for such lubrication. There shall be no pressure lubrication fittings where their normal use would damage grease seals or other parts.
- The vehicle shall be serviced prior to delivery with lubricants, brake and hydraulic fluids, and a cooling system fluid suitable for use in the temperature range expected at the airport.

15.10 Continuous Duty Lubrication System

- A Vogel centralized continuous duty lubrication system shall be installed to lubricate the chassis and HRET.

15.11 Power Requirements

- The engine shall be diesel-fueled, electronically controlled, and equipped with an electronic fuel management system.
- High idle control shall be provided to maintain engine idle when activated; the system shall be safety interlocked to only operate when the transmission is in neutral and parking brake engaged.

- If a split-valve design is used, it shall meet functional requirements without limiting approved engine options.
- Exemption from current EPA emission standard (EPA-420-F-12-025) shall be requested as allowed for emergency response vehicles.

15.12 Winterization

- Extreme cold-weather (-40°F / -40°C) winterization is **not required**.

16. AUTOMOTIVE PERFORMANCE

16.1 Operational Range

The fully loaded vehicle shall be able to:

Operate continuously for 30 miles (48.3 km) at speeds up to 55 mph (88.5 km/h). The test route shall include agricultural lands, paved and unpaved roads, and grades typical of those encountered at the airport.

Negotiate pooled water to a depth of 6 inches for a distance of at least 150 feet (45 m) at a speed of at least 40 mph (65 km/h) without engine flooding/stalling, loss of directional control, loss of braking, or electrical system(s) shorting.

Operate for 10 minutes on dry, paved roadway at not more than 2 mph (3.2 km/h) at an engine speed that does not result in rough, irregular operation.

Ascend a dry, paved incline having an 8 percent grade for 0.25 miles (0.4 km) at a speed of not less than 20 mph (32 km/h).

Negotiate (J Turn) a 90-degree, 150-foot (45 meter) radius turn at 30 mph (48 km/h) on smooth, dry, level pavement without loss of directional control or stability.

16.2 Dynamic and Static Stability

The vehicle shall meet the following stability criteria:

- Side Slope Stability: Minimum 30 degrees (58% grade) as per SAE J2180. Final delivery tilt table test is optional.
- Dynamic Balance: Maintain a minimum speed of 22 mph (35 kph) while traveling in a 100-ft (30 m) radius circle.

16.3 Environmental Conditions

The vehicle shall withstand the following conditions without detrimental effect to subsequent operation of the vehicle or any of the fire extinguishing systems:

- Dust particles, as encountered in desert areas.
- The corrosive effects of salt fog.
- Material decay from fungus and mildew.
- Relative humidity up to 100 percent, as well as wind driven snow, sleet, rain, and vehicle self-splashing of water.
- Ambient temperature ranging from 32° F to 120° F.
- High water.

16.4 Gradability

The vehicle shall be capable of:

- Ascending a smooth, dry, paved road with a 20% grade while maintaining at least 8 mph (13 kph).
- The vehicle shall be able to ascend a 50-percent grade in its fully loaded condition.

16.5 Top Speed

The vehicle shall be able to consistently reach a top speed required by FAA and maintain a constant speed of at least 60 mph (96 km/h) on typical paved, level (grades of less than 1 percent) highway surfaces for a minimum distance of 20 miles (32 km) without showing overheat symptoms in any portion of the cooling system or power train.

16.6 Off-Road High Mobility Suspension

An off-road, high-mobility suspension system shall be provided to ensure superior ride quality, off-road maneuverability, and stability under fully loaded conditions.

16.7 Infrared Camera System (FLIR) – Pan and Tilt and Recording System

All equipment shall meet NFPA 414 and FAA AC performance requirements and be brand-neutral, allowing approved equivalent systems for FLIR and recording devices.

A FLIR (forward looking infrared) Vehicle Vision System shall be installed to provide enhanced visibility for low light or smoky conditions. The camera shall be capable to operate in open ambient air temperatures from -40°C to 80°C.

The FLIR camera shall be mounted on the cab roof and have pan and tilt capabilities. The FLIR system shall be capable of operation as a driver's aid during low visibility driving conditions.

A 10.4" (264 mm) flip up LCD 1042x768 resolution flat screen monitor shall be provided for the FLIR camera. This monitor shall be used to display the FLIR camera images and/or color camera images as specified elsewhere in these specifications.

16.8 Infrared Camera System (FLIR) HRET Turret Mount

A FLIR (forward looking infrared) Vehicle Vision System shall be installed to provide enhanced visibility for low light or smoky conditions. The camera shall be capable of operating in open ambient air temperatures from -40°C to 80°C.

The FLIR camera shall be attached to the HRET turret nozzle assembly to move vertically and horizontally with the nozzle. The FLIR system shall be capable of operation as a driver's aid during low visibility driving conditions.

A 10.4" (264 mm) flip up LCD 1042x768 resolution flat screen monitor shall be provided for the color camera. This monitor shall be used to display the FLIR camera images and/or color camera images as specified elsewhere in these specifications.

17. DRY CHEMICAL FIRE EXTINGUISHING SYSTEMS (2026 MODERNIZED)

17.1 Agent Container and Components

A 460 lbs Dry Chemical system shall be furnished and installed on the vehicle complete with nitrogen cylinder(s), dry chemical reservoir, and all necessary plumbing components. Controls for the charging of the dry chemical system shall be in the cab and shall incorporate gauges to indicate nitrogen vessel storage pressure and system charged pressure. Blow-down and re-service valves shall be supplied and incorporated in the system plumbing. A fill opening shall be supplied on the top of the vehicle allowing the dry chemical reservoir to be filled without the need to remove any piping or accessory.

All components shall comply with NFPA 414, DOT, and applicable safety regulations.

17.2 Hose Reel Discharge

A “twinned” dual agent hose reel capable of simultaneously discharging dry chemical and water or water/foam solution shall be provided in a compartment on the right side of the vehicle. The reel shall have a capacity of 100’ of “twinned” 1” rubber “booster” type hose and shall be equipped with a nozzle. The reel shall be supplied with a DC electric rewind. Once the dry chemical system has been charged with the in-cab controls, controls for the operation of the dry chemical system shall be located near the “twinned” dual agent hose reel. Controls for the charging of the dry chemical system shall be located at the reel.

17.3 Swing Out Hose Reel

The reel shall be of a swing-out design to allow deployment of hose to the front of the vehicle.

17.4 Hose Reel Discharge Hydrochem

The dry chemical hose reel discharge shall be supplied with a Williams HYDROCHEM hand-line nozzle capable of discharging chemical agents concentrically entrained with-in the water or water/foam solution. The reel shall be of a swing-out design to allow deployment of hose to the front of the vehicle.

17.5 High Reach Extendable Turret (HRET) Discharge

The HRET shall have the capability to discharge dry chemicals through the HRET nozzle and shall be plumbed to meet this requirement. Controls for operating this part of the dry chemical system shall be in the cab, accessible to the driver and turret operator positions.

17.6 Bumper Turret Discharge

The bumper turret shall have the capability to discharge dry chemicals through the bumper turret nozzle and shall be plumbed to meet this requirement. Controls for operating this part of the dry chemical system shall be in the cab, accessible to the driver and turret operator positions.

17.7 Nameplate

A nameplate, clearly indicating extinguishing agent, capacity, weight full, weight empty, operating pressure and hydrostatic test data (month-day-year) shall be provided in a highly visible location near the dry chemical system. Blow-down and Re-servicing instructions shall be mounted in the compartment adjacent to the system.

17.8 Charging Cylinders

Two (2) nitrogen cylinders shall be supplied with integral pressure gauges. One (1) nitrogen cylinder shall be mounted on the vehicle and allow for service by two (2) firefighters standing on the ground. One (1) nitrogen cylinder shall be a spare and supplied with the vehicle.

17.9 Dry Chemical Agent

One thousand pounds (1000 lbs) of Chem-Guard PKW Vivid Purple K potassium based dry chemical shall be provided with the vehicle.

17.10 Agent Delivery Piping and Valves

- All installed agent discharge piping shall be pressure-tested to 150% of the system's working pressure prior to operation.
- Piping, fittings, and valves shall be corrosion-resistant and installed in protected positions to minimize damage from operational hazards.

17.11 Propellant, Propellant Containers, and Components

- The propellant gas shall be nitrogen, with all cylinders and valves DOT-compliant.
- Handline: A side-mounted, swing-out hose reel shall be provided, equipped with 100 feet of 1-inch dual-agent booster hose, deployed to provide access to the front of the vehicle.
- The hose reel shall include:
    - Electric rewind motor with manual rewind option
    - Tension device to prevent unintended hose payout
- The nozzle shall be capable of:
    - Discharging at least 60 gpm foam/water
    - Delivering 5 lbs./sec dry chemical in accordance with NFPA 414 performance requirements
- Controls at the handline shall allow for:
    - Nitrogen charging into dry chemical tanks
    - Dry chemical charging into the handline

Exact mounting and hose reel locations shall be finalized during the pre-build review, allowing operational flexibility and ergonomic deployment.

18. CLEAN AGENT SYSTEM

18.1 Clean Agent

18.1.1 Halotron 1 Complimentary Extinguishing System Description and Capacity

A 460 lb. (208 kg) Halotron 1 system shall be furnished and installed on the vehicle complete with argon cylinder(s), Halotron reservoir, and all necessary plumbing components. The argon cylinder shall be mounted on the vehicle and shall allow for servicing by a single firefighter standing on the ground. Controls for the charging of the Halotron system shall be located in the

cab and shall incorporate gauges to indicate argon vessel storage pressure and system charged pressure. Blow-down and re-service valves shall be supplied and incorporated in the system plumbing.

18.2 Hose Reel Discharge

A hose reel capable of discharging Halotron 1 shall be provided in a compartment on the right side of the vehicle. The reel shall have a capacity of 150' (45 m) of 1" (25.4 mm) rubber "booster" type hose and shall be equipped with a nozzle. The reel shall be supplied with a DC electric rewind. Once the Halotron system has been charged with the in-cab controls, controls for the operation of the Halotron system shall be located near the hose reel. Controls for the charging of the Halotron system shall be located at the reel.

18.3 High Reach Extendable Turret (HRET) Discharge

The HRET shall have the capability to discharge agents through the piercing nozzle and shall be plumbed to meet this requirement. Controls for operating this part of the Halotron 1 system shall be in the cab, accessible to the driver and turret operator positions.

18.4 Nameplate

A nameplate, clearly indicating operating, shall be mounted in the compartment adjacent to the system.

18.5 Charging Cylinders

Two (2) argon cylinders shall be supplied with integral pressure gauges. One (1) argon cylinder shall be mounted on the vehicle and allow for service by two (2) firefighters standing on the ground. One (1) argon cylinder shall be a spare and supplied with the vehicle.

18.6 Halotron 1 Agent

Four hundred sixty pounds (460 lbs.) of Halotron 1 agent shall be shipped to the purchaser approximate to vehicle delivery.

18.7 Propellant Cylinder Lifting System

A hydraulic lift table system shall be provided to assist in installation and change of the agent propellant cylinder. The lift table shall have a bracket to hold one full cylinder or one empty cylinder. The lift table shall be equipped with a fold-down ramp to aid in placing the agent propellant cylinder onto table and into vehicle compartment.

18.8 Fire Extinguishing Systems

A water/foam firefighting system will be provided. Most major components are designed and fabricated by bidder unless otherwise specified to assure component compatibility. The complete pump unit is tested before mounting on the vehicle to ensure proper quality and function. This modular approach ensures easy accessibility for service and maintenance. As per FAA AC 150/5220-10F

The equipment is to be suitable for operation with all current foam concentrates including AFFF.

18.9 Stainless Steel Piping

All pipe work is manufactured from stainless steel pipe and tubing to minimize corrosion. Each pipe is pressure tested prior to assembly and the complete system is pressure tested during pumping tests.

19. FOAM CONCENTRATE SYSTEM

19.1 Concentrate Proportioner

A fully automatic foam admixing system is provided. The system is completely pre-calibrated at the factory during the initial test procedure. A test report shall be provided. The metering rate can be changed during operation of the foam system without interruption or recalibration by operating a switch in the cab or on the exterior pump panel. As per FAA AC 150/5220-10F.

19.1.1 Usability:

For all types of foam concentrate including ECUPOL A3+MILSPEC

Fluorine Free Foam

19.1.2 Admixing rate:

Between 0% and 6% adjustable

19.1.3 Standard setup:

1%, 3% and 6%

Depending on the rate of discharge (GPM) from the water pump, the check valve in the control unit is activated and transfer rods adjust the metering valve to deliver foam concentrate to the eductor on the intake side of the water pump.

The metering valve regulates the exact quantity of foam concentrate to be added. During all stages of operation, a non-return valve in the foam concentrate suction line prevents water from entering the foam concentrate tank.

The system is designed for use of protein and synthetic foam concentrates as well as AFFF.

In addition to the foam main line from the foam tank there is an outside source connection, which can be used to draft foam concentrate from a container, directly into the proportioning system by passing and preserving the onboard foam tank if needed.

Foam concentrate metering is fully automatic. The system induces a pre-selected percentage of concentrate constantly depending on the GPM flowing through the discharge side of the water pump. Change in agent discharge and agent pressures will not affect the pre-selected percentage on proportioning.

If the vehicle is re-circulating water back to the tank and the foam system is activated, the recirculation valve automatically closes to prevent foam concentrate from entering the water tank.

A system flushing mode is provided to clean foam concentrate from the firefighting piping system by means of inducing clean water downstream of the foam tank suction valve and discharging

through the monitor or other discharge lines. An interlock system is incorporated to ensure that the flushing valve is in the closed position when the main foam valve is open.

The fully mechanically, is maintenance-free, requires no adjustment to the system and does not make use of any electronic or electric components for unmatched reliability. As per FAA AC 150/5220-10F.

19.2 Concentrate Reservoir and Piping

The foam concentrate tank shall have a working capacity sufficient for two tank loads of water at the maximum tolerance specified in NFPA 412. As per FAA AC 150/5220-10F.

19.2.1 Construction:

Heavy duty polypropylene integrated in main water tank.

19.2.2 Fill Tower:

Quick-Opening Lid.

19.2.3 Filling/Draining connection:

- One (1) 1½" (38 mm) fill connection with cam locks and manually operate ball valve with internal strainer shall be located on each side of the vehicle.
- Fill connection shall have 1 ½" (38 mm) NSTM fitting unless otherwise specified.

19.2.4 Tank level indicator:

- Foam tank level indicators shall be installed:
- One (1) inside the cab
- One (1) at the structural panel

19.2.5 Overflow Vent:

Venting for both pressure and vacuum Protection against excessive suction-pressure during pump output Protection against excess overpressure during filling up to rates of 105 gpm (400 lpm).

The foam tank drain system terminates at a height that allows the foam concentrate to be drained into a barrel, fitted with a control valve.

The foam suction line leading to the foam proportioning system is designed to prevent sludge and foreign matters entering the pump, without reducing the useable foam concentrate flow.

19.2.6 Design features:

- Structural integrity to withstand internal and external loads.
- Best utilization of space for keeping vehicle's dimensions compact, and center of gravity as low as possible.
- Excellent strength to weight ratio.
- Corrosion resistance to all known foam concentrates.

19.3 Exterior LED Foam Tank Level Indicator

Two (2) exterior, highly visible LED style foam tank level indicators shall be installed high on the side towards the rear of the vehicle. There shall be one (1) tank level indicator mounted on each side.

19.4 Foam Concentrate

- One thousand five gallons (1005 gallons) of ECUPOL A3+MILSPEC
- Fluorine Free Foam shipped in sixteen (16) 55-gallon drums and twenty-four (24)
- 5-gallon pails shall be provided with the vehicle.

20. WATER SYSTEM

The fire pump meets and exceeds the stringent requirements of NFPA and is listed by Underwriters Laboratories (UL). As per FAA AC 150/5220-10F.

20.1 Material:

High strength corrosion resistant light alloy impeller and housing. Pump shaft to be stainless steel. Pumps are mechanically sealed. And Single stage.

20.2 Automatic Overheat Protection:

The pump shall be equipped with an automatic overheat protection device to prevent the pump from overheating when running the pump without discharging water (dead heading). The automatic overheating system shall monitor the water temperature inside the pump and automatically open a valve to discharge water and cool the pump. The overheat protection system will automatically reset after the water temperature has reached normal operating temperature. A visual water pump overheat indicator shall be provided in the cab.

20.3 Priming Device

The fire pump is equipped with a priming device as a standard. This allows to air to evacuate the piping system quickly and also provides excellent drafting capabilities. The priming device is capable of automatic operation if the water pump requires it or can be manually operated if needed. Controls are provided in the cab and on the structural panel for manual operation.

20.4 Piping, Couplings, Connections, and Valves

20.4.1 Construction:

Heavy-Duty polypropylene

20.4.2 Baffle plates:

Longitudinal, horizontal plus transversal. Baffling is provided to compartmentalize the tank minimizing “sloshing” of the tank in less than full conditions allowing for increased vehicle stability.

20.4.3 Fill Tower:

Hinged, Quick Opening Lid

20.4.4 Overflow Vent:

Provided Over pressure safety device:

Built into the fill tower cover.

20.4.5 Drain cock:

2" (50 mm) actuation from the side of the vehicle.

20.4.6 Tank sump:

Of sufficient size to minimize swirl

20.4.7 Tank level indicator:

- Tank level indicators shall be installed:
- One (1) inside the cab. One (1) mounted at the structural panel

20.4.8 Design features:

- Structural integrity to withstand internal and external loads
- Best utilization of space for keeping vehicle's dimensions compact, and center of gravity as low as possible Excellent strength to weight ratio

20.4.9 Direct tank fill:

One (1) 4” gated tank fill located within the left side of the pump module next to the main pump intake with 4” (100 mm) NST male by 5” STORZ adapters reduced to 2 ½” STORZ w/ cap. One (1) 4” gated tank fill located within the right side of the pump module next to the main pump intake with 4” (100 mm) NST male by 5” STORZ adapters reduced to 2 ½” STORZ w/ cap.

A drain for bleeding air and water from the lines shall be installed.

All connections are factory angled to prevent kinking of hose lines connected to the vehicle eliminating the need for elbow adapters.

The water tank assembly shall be directly attached to the chassis with flexible rubber-steel elements. Bending and torsion loads transmitted from the vehicle frame are absorbed in those rubber steel elements.

The tank is mounted with stress isolating rubber cone bearings on the chassis frame rails. It provides optimum weight distribution on the axles assuring the required soft soil mobility and maximum traction for cross-country travel.

A non-slip walkway is fitted on top of the vehicle on all walkways.

20.5 Exterior LED Water Tank Level Indicator

Two (2) exterior, highly visible LED style water tank level indicators shall be installed high on the pump compartment. There shall be one (1) tank level indicator mounted on each side and structural Fire Panel.

20.6 Pre-Connects

20.6.1 Left Side Pre-Connected Soft Jacket Handline

One (1) 200’ (60 m) 1 ¾” (44 mm) quick attack, pre-connected soft jacketed handline shall be provided.

The handline shall be installed on the left side of the vehicle in an enclosed compartment for easy access.

The handline shall be equipped with an adjustable gallonage Task Force Tips THUNDERFOG nozzle (Model #FTS-200PF).

200 ft (60 m) of rubber-lined, soft, double-jacketed hose shall be supplied with vehicles in 50-foot (15 m) lengths.

The handline will be equipped with an “auto-charge” device that will allow a single firefighter to safely deploy the handline without needing to return to the vehicle to charge the handline. Mounted on a pull-out tray with matting.

Pre-connected handline shall be capable of flowing a minimum of 95 gpm.

(359 lpm) per NFPA 414 utilizing 200’ (60 m) of 1 ¾” hose.

20.7 HVLA Secondary Bumper Turret

A multi-position, high volume, low attack (HVLA) secondary bumper turret shall be provided. The turret will include the following features: As per FAA AC 150/5220-10F.

20.8 Nozzle Sweep Assembly

The nozzle sweep assembly shall consist of a double swivel joint allowing the nozzle to sweep in both horizontal and vertical planes. Internal turning vanes shall be cast into the assembly for more efficient flow. The elevation axis shall allow the nozzle to be elevated to 90 or depressed 45° either side of center for a 135° vertical sweep (plus 180° rotation to park position).

The horizontal axis rotation shall allow the nozzle to be directed either side of center for up to 180° sweep.

Both horizontal and vertical drive motors shall be electric with current limiting motor protection.

20.9 Dry Chemical Nozzle

The nozzle shall be a combination foam/dry chemical nozzle designed to use the foam solution as a means to propel the dry chemical farther distances than the dry chemical nozzle itself. The combination foam/dry chemical nozzle shall be capable of discharging dry chemical agent concentrically entrained with-in the foam solution. Dry chemical agent shall be supplied to the nozzle with a full flow 1 ½” (38mm) hose attached to a ball bearing swivel joint. A minimum flow rate of 16 lbs. (7.26 kg) per second shall be required throughout the full range of motion.

The nozzle shall have an automatic flow mechanism that maintains consistent pressure and includes a self-draining baffle mechanism with a water/foam dual flow range of 600/1200 gpm. (calibrated to primary turret flow requirements specified by NFPA 414 – latest edition). The nozzle

must maintain a constant flow throughout the flow range in straight stream through wide fog patterns.

The nozzle shall be a non-air aspirating type with electric pattern actuation to select straight stream or dispersed pattern discharge. The dispersed pattern shall be a flat fog type to provide improved operator visibility and agent application. The nozzle shall meet or exceed the straight stream distance and pattern spray as specified by NFPA 414 – latest edition.

The nozzle shall be equipped with an automatic leveling device that will keep the nozzle parallel to the ground regardless of boom position.

20.10 Dry Chemical Tubing

There shall be dry chemical line consisting of a 3" to a 2.5" telescopic tube on the left hand side of the boom. A 1-1/2" hose is routed from the base of the pedestal and connected to the rear of the telescopic chemical tube.

20.11 Monitoring

The maximum output of the nozzle shall be 3.800 lpm (1.000 gpm). However, the nozzle must operate over a minimum 180° horizontal sweep (90° right to 90° left) and 200° vertical range (100° up to 100° down).

With the o-stream nozzle it should be possible to adjust the spay pattern from full jet spay to disperse spray. The o-stream nozzle with fluidically optimized water guidance allows most effective transformation of water pressure into speed. It should be possible to change the flow rate from full flow to 50% flow in the nozzle.

Electric motors permit infinite adjustment of spray pattern (from full jet to disperse spray) and rate.

All drives of the turret should be electric driven.

The monitor shall be controlled by the CAN bus system and shall be operated with the same joystick as the boom.

It should be able to level the turret with the vehicle. In addition, the turret shall have the ability to drive in oscillation mode. In this mode it automatically moves the turret along the shape of a rectangle. Swivel angle and height of the rectangle are adjustable during operation.

20.12 Dry Chemical Nozzle

Used with fire-extinguishing powder. The nozzle works with powder which is injected centrally into the waterjet and transported directly to the fire bundled with the waterjet. The advantages over conventional foam turrets are a higher throw range, concentrated distribution and better accuracy with the powder. The nozzle also allows combined operation with water / foam (non-air-aspirated) and powder. The nozzle is infinitely adjustable in rate and spray pattern for water and water foam by electric motors.

Max. flow rate water and water/foam: 6.000 lpm (1585 gpm) at 10 bar (150PSI) in stow position of the HRET and 3.800 lpm (1.000 gpm) at 10 bar (150PSI) with extended boom.

Max. flow rate powder: 10 kg/s (22lbs/s) for 14 bar (203PSI) powder unit and 20kg/s (44lbs/s) for 28bar (406PSI) powder unit. As per FAA AC 150/5220-10F

20.13 Multi-Function Controls

A multi-function remote nozzle control with auto-oscillation shall be provided, joystick type. The controller shall have dual axis motion plus soft touch switches for discharge functions. Left and right motion shall control horizontal sweep. Forward and back motion shall control vertical sweep.

Joystick switch functions shall include the following operations:

20.13.1 Switches

- Water/Foam Discharge “ON” and “OFF”
- “FOG/STRAIGHT STREAM” selection
- Auxiliary Agent Discharge “ON” and “OFF”
- Boom “UP and DOWN” function
- “HIGH/LOW” Flow selection

Highly visible indicators shall be provided for High/Low flow position and nozzle Auto-Level “ON”. These indicators shall be positioned so that they can be seen by the operator while keeping his eyes focused on the nozzle discharge.

20.14 Water Pump and Pump Drive

- Pump: single-stage centrifugal, cast-iron housing, brass impeller, stainless-steel shaft.
- Rating: minimum 1,800 gpm at 225–250 psi.
- Pumps shall be self-priming from the vehicle water reservoir.
- Drive: Power divider/transfer case to allow pump operation at any vehicle speed or gear.
- Automatic RPM increase when discharge orifice opens to prevent heat buildup.
- Pressure relief routed to suction side; thermal relief discharged to ground.
- Pump overheat alarm shall be installed in the center console (location to be determined (TBD) pre-build).

20.15 Water Reservoir and Piping

- Capacity: minimum 3,000 gallons, UV-protected polypropylene with lifetime warranty.
- Level indicators: LED displays in-cab, left compartment, and integrated into side panels.
- Internal baffles: longitudinal, transverse, anti-swirl, and sump included.
- Main drain: 2.5-inch (65 mm) quarter-turn valve, accessible handle.
- Top fill: ≥8 inches (20 cm), vented with overflow to ground.
- Left/right side fill connections: 4-inch (102 mm) and 2.5-inch (65 mm) National Hose Thread, sized for ≤2-minute fill at 50–80 psi (3.5–5.5 bar). Includes 2.5-inch Storz plug with chain and 5-inch Storz cap with chain.
- All piping: stainless steel.

21. HANDLINES, REELS, AND COMPARTMENTS

21.1 Handlines

- The vehicle shall be equipped with two (2) handlines as previously identified.
- **Water/Foam Handline:**
    - Hose: 200 ft of 1-3/4-inch flat load hose.

- Location: Mounted on left lower side of the vehicle (exact location to be finalized at pre-build review).
- Rewind: Auto-charge cable and manual provisions as required.

- Handline mounting shall not interfere with compartment access, vehicle operation, or other fire suppression systems.

22. TURRETS AND UNDERTRUCK NOZZLES

22.1 High Reach Extendable Turret (HRET)

- Type: Articulating, telescoping aerial nozzle device, midship-mounted for stability and optimal weight distribution.
- Elevation: Approximately 52 ft (15.9 m) from ground.
- Horizontal Reach: Approximately 34 ft (10.4 m) from base centerline.
- Stowage: Nozzle stowed forward, directly in front of vehicle cab. Capable of full operation in stowed or elevated positions.
- Flow Capacity: 750–1,000 GPM (2,840–3,785 LPM) with minimum friction loss, meeting NFPA 414 and FAA A/C 150-5220-10E requirements.
- **Operational Constraints:**
  - Boom articulation and telescoping shall not require outriggers or stabilizing jacks.
  - Operation shall not interfere with water/foam tanks, pumps, or maintenance access.
  - Limited rotation for pump-and-roll safety.

22.2 HRET Structural Components

22.2.1 Base and Pedestal Assembly

The piercing feature shall set on top of a pedestal that is a tubular structure in the lower half to leave as much open space as possible to accommodate pump piping. Each of the four tubular structures shall be bolted for easy removal and access to the main pump. The four legs shall be bolted directly to a base plate mounted directly to the frame.

22.2.2 Turntable Assembly

The turntable bearing shall be 23½" [596.9 mm] minimum outside diameter with a minimum rating of 130,000 lbs.-ft. [176.3 knm] overturning moment. The rotation drive shall utilize a spur gear running on the exterior of the rotation bearing. The spur gear shall be on the output of a planetary reduction gearbox assembly. This planetary gear box shall have a spring-applied, hydraulically released brake and is to be internally driven by a reversible high torque, low speed hydraulic motor. The gearbox design shall prevent drifting of the turntable. The rotation system shall include a 4" diameter water swivel mounted directly to the base super structure and shall rotate with the turntable assembly. The rotation system also includes a Can-BUS controlled encoder that monitors the rotation and bedding of the boom device.

The turntable is bolted to the bearing and provides the pivot and cylinder mount for the lower mast of the elevating boom. As per FAA AC 150/5220-10F.

Lower Boom (Elevation Assembly)

- High-strength steel alloy construction, reinforced for anticipated loads.
- Lift cylinder capable of elevating waterway at maximum flow across all angles and extensions.
- Position sensor provides soft stop at cylinder limits.
- “OK to Rotate” interlock prevents rotation unless boom is safely elevated.

Tilt-Down Feature

- Hydraulic cylinder installed between telescoping pivot links allows boom tilt below horizontal, including ground-level placement in front of vehicle.
- Position sensors provide soft stop protection.
- Clash point protection prevents accidental contact with the cab.

23. UPPER BOOM (TELESCOPING ASSEMBLY)

23.1 Boom Construction and Telescoping

The nozzle assembly shall be attached to a boom mechanism made of heavy wall stainless steel for long life and corrosion resistance. The nozzle and mounting assembly shall be adequately reinforced to sustain all anticipated loads and reaction force of the volume nozzle. As per FAA AC 150/5220-10F The boom mechanism shall be capable of lowering the nozzle to near ground level or elevating the nozzle to 30° above horizontal. Boom “UP” and “DOWN” positioning shall be by momentary switches on the joystick control handle.

The boom and nozzle shall be capable of folding up and into a PARK position to provide minimum protrusion from the front of the vehicle and maximum driver visibility. This position shall also maintain the 30° angle of approach.

The boom shall move by means of an electric-hydraulic pump and hydraulic cylinder. The lift system shall be self-contained and connect directly to the electrical system. Holding valves shall be installed to prevent boom drift when the hydraulic system is turned off.

23.2 Emergency Back Up Pump

A self-contained hydraulic power unit consisting of an integral pump and direct current motor shall be provided as an alternative power source in event of engine-driven hydraulic pump failure. The unit shall be capable of returning the booms to a bedded position.

23.3 High Density Discharge LED Lightening System

A High Intensity Discharge (LED) lighting system shall be attached to the nozzle assembly. The complete system shall be weatherproof.

23.4 Tracking Lights

Two (2) Whelen Micro Pioneer™ Model # MPPWCS lights shall be installed on the base boom. The 45-watt +12 DC, 3.25 Amp, Micro Pioneer light head configuration shall incorporate 12 white Super-LED® with a TIR reflector installed in a white die-cast powder coated aluminum housing

and a polycarbonate cover with a chrome finish. The MPPWCS lights shall be activated from the tracking lights switch on the main control station and have an On/Off switch covered by a rubber boot and a black fiberglass enforced polycarbonate handle. The MPPWCS shall have a standard 8° spotlight lens. The MPPWCS light shall have 4,100 usable lumens.

23.5 Tip Marker Light

One (1) amber Tomar strobe light, model # 470S-1280-A, shall be installed at the tip of the boom.

23.6 Tip Light

Two (2) Whelen Micro Pioneer™ Model # MPPWCS shall be installed on the boom. The 45-watt +12 DC, 3.25 Amp, Micro Pioneer light head configuration shall incorporate 12 white Super-LED® with a TIR reflector installed in a white die-cast powder coated aluminum housing and a polycarbonate cover with a chrome finish. The MPPWCS lights shall be activated from the tracking lights switch on the main control station and have an On/Off switch covered by a rubber boot and a black fiberglass enforced polycarbonate handle. The MPPWCS shall have a standard 8° spotlight lens. The MPPWCS light shall have 4,100 usable lumens.

23.7 Camera Wiring

Wiring shall be installed up the boom for a camera to be connected to. The camera shall be installed at the tip of the boom.

23.8 Primary High-Reach Extendable Turret

The primary turret shall be a (HRET) High Reach Extendable Turret elevated waterway device. As per FAA AC 150/5220-10F or equivalent.

23.9. 54' High Reach Extendable Turret

An articulating, telescoping aerial device with elevated turret shall be installed behind the cab on a pedestal above the frame rails mounted for maximum stability and best weight distribution. Elevation of the turret shall be approximately 54 feet [16.5m], measured from ground level (subject to mounting base height on vehicle). Maximum horizontal reach shall be approximately 37.5 feet [11.4m], measured from the center of turntable rotation. The turret shall be capable of being positioned within 2 feet [.6m] of ground level in front of the vehicle. The design of the boom shall not allow the boom to come into contact with the cab without the use of any electronic safety devices.

23.10. 54' Mast

The lower mast shall be a ladder structure made from 6” x 4” x ¼” [152.4 mm x 101.6 mm x 6.35 mm] high-strength steel tubing. The lower mast shall be elevated by two 4” [101.6 mm] bore x 30” [762 mm] stroke hydraulic cylinders.

23.11. 54' Boom

The telescopic boom sections shall consist of two extruded aluminum-alloy, heat-treated rectangular tubes. The size of the larger upper boom shall be 13¼” x 9¼” (336.6 mm x 235 mm] and the smaller (inner) upper boom shall be 10” x 7¾” [254 mm x 196.9 mm]. The booms shall be aluminum alloy 6061-T6. The upper boom shall be elevated by one 6” [152.4 mm] bore x 30”

[762 mm] stroke hydraulic cylinder. The upper boom internal hydraulic extension cylinder shall be 2-1/2” [63.5 mm] bore x 195-1/4” [4959.35 mm] stroke.

23.12 Swivel

There shall be a 4" waterway swivel. It shall be installed on the pedestal and rotate with the turntable 30 degrees to the left and 30 degrees to the right.

23.13 Performance Capabilities

The water discharge piping system shall be capable of flowing 1,000 GPM [3,785 LPM] with the boom elevated while creating minimum friction loss. It shall meet all discharge performance requirements set forth in FAA Advisory Circular #150/5220-10E or latest standard.

23.14 Waterway

A waterway shall be provided from the pedestal to the tip of the boom. The telescoping aluminum waterway shall be fabricated of aluminum and shall have four (4) tubes as follows:

Lower Mast 4-1/2" to 4" O.D.
Extending Boom 4-1/2" to 4" O.D

23.15 Nozzle Sweep Assembly

- Nozzle shall sweep in horizontal and vertical planes.
- Swivel: Large-diameter, long-radius type, corrosion-resistant, minimizing friction loss.
- Horizontal sweep: Minimum 180° total (90° each side of center, less restrictions by options).
- Nozzle operation: Automatic (preset patterns) and manual (joystick-controlled).
- Assembly reinforced to sustain anticipated loads, nozzle reaction, and piercing forces.
- Auto-Level feature: Maintains nozzle parallel to the ground during boom motion to ensure safe discharge direction.

23.16 Nozzle and Controls

The boom and the turret with its nozzle (and optional piercing device) shall be controlled by the single multi-function joystick. It is possible to run combined movements of the boom and the turret (or the piercing tool) with this kind of joystick.

When the piercing feature is not activated the main joystick controls the turret. In case the piercing feature is activated, the main joystick controls the boom and a small thumb-joystick, installed on top of the main joystick controls the turret.

The joystick has three axis control. Left and right motion shall proportionally control turntable rotation. Forward and back motion shall proportionally control vertical sweep. Twisting the joystick right and left proportionally extends and retracts the fly boom.

The thumb-joystick on has dual axis control. Left and right motion shall control horizontal sweep of the turret. Forward and back motion shall control vertical sweep. Buttons around the thumb-joystick shall control the nozzle functions. These functions are:

- Straight stream/fog pattern
- High/low flow selection
- Auto-level

- Dry-chem (option)

The multi-function joystick control shall include LED indicators relating to nozzle functions. When a function has been activated, the indicator shall illuminate.

Forward and back motion shall proportionally control lower mast and the upper boom elevation until the lower mast is fully elevated. When lower mast is fully elevated, the forward motion shall proportionally control the upper boom down and the back motion shall proportionally control the upper boom up with pre-programmed coordinated motion of the boom.

The boom control valves shall be equipped with manual override features to use in the case of electrical failure to the valves.

An automated programmable logic controller shall be provided for standard operations of hydraulic controls. The automated controller shall accept input from sensors and the single multi-function joystick and direct these inputs to the hydraulic valves. Joystick motion shall be "ramped" so that slow precise boom positioning can be achieved, with operating speed increasing as the joystick is moved to its travel limit. Cushioned stops shall be programmed to automatically slow down boom motion as cylinders reach end of stroke.

23.17 STOW Feature

The "STOW" feature shall be activated from any boom position when the operator is ready to bed the unit. When activated, the "STOW" operation shall rotate, retract and lower the upper boom and lower mast to the bedded position in the proper sequence under programmed control.

The programmed logic control system (PLC) shall operate as a distributed control system with Controller Area Network (CAN) type communications bus per ISO standards. The PLC shall provide overall system management and communication. Boom tip and mast positions shall be sensed with encoder type devices to assure maximum reliability and repeatability. A plumbed override switch shall be included in the cab to override safety functions in case of sensor defects.

When the truck is power up, it will be in **STOWED ATTACK** position. Cab-mounted switches and indicator lights shall be provided to allow the operator to select the following boom positions:

- **BOOM STOWED**
- **High Attack**
- **Mid Attack**
- **Low Attack**

24. PIERCING FEATURE

When activating the piercing tool, the turret will rotate out of the way, and the piercing tool is active. The thumb-joystick switches from turret control to piercing control.

Forward and back motion shall control vertical sweep of the piercing tool.

Buttons around the thumb-joystick shall control the pierce functions:

- **Retract and slowly extend the piercing needle or equal**
- **Auto-level**

An additional button besides the joystick fires the piecing tool.

24.1 Piercing Tool

An independent auxiliary nozzle with a piercing applicator shall attach to the telescoping boom to provide remote controlled penetrating capability. A high tensile steel tip shall provide a spray pattern with 250 GPM [950 LPM] or more flow. The piercing nozzle shall have the capability to provide a separate water/foam discharge with selector switch labeled “Pierce/Volume”. The tip shall be removable. The piercing lance shall be retracted inside a tube when not in use to protect the piercing tip. The lance shall be hydraulically fired with amplified hydraulic flow from three 2,800 PSI (193 bar) hydraulic accumulators for maximum piercing velocity and impact.

The piercing nozzle shall be controlled by switching the single multi-function joystick to piercing mode. Moving the joystick forward lowers piercing tip and pulling back raises the tip. Rotation up and down of the piercing device is accomplished with an enclosed hydraulic helical rotator with counterbalance valves to protect against accidental rotation.

When piercing mode is selected, the volume nozzle shall automatically rotate to a park position to provide maximum piercing depth.

24.2 Valves Piercing Tool

Piping and hydraulic valving to the HRET piercing device shall be provided. The piping and hydraulic valving will be capable of operating the piercing device rotation, piercing and reloading functions.

An additional *2″* ball valve shall be provided to allow flow to the piercing device.

24.3 Hydraulic Controls

- Lift, extension, and tilt cylinders shall include holding valves to maintain position during hydraulic failure.
- Flow control shall be electric, proportional, and remotely controlled, ensuring smooth operation.
- All hydraulic valves shall have manual handle overrides for emergency use.
- Boom joystick: Palm-grip type, ergonomically distinguishable from nozzle joystick, capable of four-axis control:
    - Left/right: Telescoping action
    - Forward/back: Elevation
    - Twisting: Boom rotation
    - Dead-man thumb button: Prevents accidental motion, accessible for left or right hand
- Joystick allows simultaneous boom and nozzle operation with proportional control.
- Cushioned stops automatically slow cylinders near stroke ends.
- Automatic boom positioning using coordinated joystick control for:
    - High attack (mid-point position)
    - Low attack
    - Home position

- Joystick panel indicators (back-lit) include:
    - Boom unbedded indicator
    - OK to rotate indicator
    - Control system error indicator

25. MICROPROCESSOR CONTROL AND HYDRAULIC SYSTEM

25.1 Electronic Control System

- The hydraulic system shall be controlled by a programmable electronic controller (brand-neutral equivalent of Parker IQAN).
- Controller functions shall include:
    - Boom speed regulation
    - Joystick sensitivity and ramping
    - Automatic boom positioning and coordinated motions
    - Vehicle clash point protection
    - Proportional hydraulic valve control
- System shall provide digital and analog inputs/outputs for indicators and safety functions.
- Self-test mode with LED diagnostics shall run at startup and during operation if an error is detected.
- System shall be CAN-bus compatible, compliant with SAE J1939 communication standards.

25.2 Hydraulic Pumping and Reservoir

- Hydraulic pump shall provide full boom performance at any engine speed.
- Reservoir clearly labeled “Hydraulic Oil Only” and located to maximize heat dissipation and prevent contamination.
- Auxiliary hydraulic power unit shall allow return of booms to a bedded position in case of main pump failure.

26. BOOM LIGHTING

- Red flashing LED at boom tip to indicate boom elevation, activated when “Boom Unbedded” indicator is on.
- Lock-out system prevents boom rotation until “OK to Rotate” indicator is active.
- Two LED floodlights attached to nozzle assembly, remotely switched from cab. Lights rotate and elevate with nozzle or operate independently.
- Two LED knuckle lights, one per side, illuminate upper boom; activated when boom is elevated.
- Two high-intensity LED discharge lights attached to nozzle assembly, activated via floodlight switch.

27. ROTATION FUNCTION

- Extendable turret rotation: minimum 30° each side of centerline.
- Outriggers shall **not** be required for rotation compliance.
- “OK to Rotate” indicator and lock-out prevent unsafe rotation.
- Indicator flashes when turret rotates over 15° from center.
- Boom rotation is controlled by boom joystick.

28. BOOM FINISH

- Telescoping boom: single-piece construction.
- All surfaces prepped via grinding, sanding, and cleaning to remove contaminants and oxidation.
- Epoxy primer applied for corrosion protection and adhesion.
- High-solid sealer applied for smooth base; final coating high-solid polyurethane, white, 2+ mils, providing durable, glossy finish.
- Interlocking and telescopic components finished prior to assembly.

29. CAMERA SYSTEMS

29.1 Color Camera

A Color Camera with zoom capabilities shall be installed to provide enhanced operational ability. Cold Start to video image shall be 30 seconds or less. A wide-angle field of view shall be provided approximately 36° horizontal x 27° vertical. The camera shall be capable of operating in open ambient air temperatures from -40°C to 50°C.

The color camera shall be attached to the HRET nozzle assembly. The camera will move in conjunction with nozzle motion to allow remote control positioning. The color camera system shall be capable of operation as an observation aid during vehicle operations.

A 10.4” (264 mm) flip up LCD 1042x768 resolution flat screen monitor shall be provided for the color camera. This monitor shall be used to display the FLIR camera images and/or color camera images as specified elsewhere in these specifications.

29.2 FLIR Camera

A FLIR (forward looking infrared) Vehicle Vision System shall be installed to provide enhanced visibility for low light or smoky conditions. The camera shall be capable of operating in open ambient air temperatures from -40°C to 80°C.

The FLIR camera shall be attached to the HRET turret nozzle assembly to move vertically and horizontally with the nozzle. The FLIR system shall be capable of operation as a driver’s aid during low visibility driving conditions.

A 10.4” (264 mm) flip up LCD 1042x768 resolution flat screen monitor shall be provided for the color camera. This monitor shall be used to display the FLIR camera images and/or color camera images as specified elsewhere in these specifications.

29.3 Camera Selection Device

A Camera Selection Device shall be installed allowing the user to select either the FLIR camera image or the color camera image on the video monitor. If a DVR (Digital Video Recorder) is

specified, the DVR shall continue to record all camera images regardless of which camera image is currently being displayed on the video monitor.

29.4 DVR Recorder

A Digital Video Recorder (DVR) shall be installed to record FLIR camera images and color camera images simultaneously. Curranty Safety Vision 6000 system.

All cameras shall be recorded.

29.5 Combination Halotron and Dry Chemical Discharge

- Halotron I agent discharge through piercing applicator: minimum 5 lbs. [2.3 kg]/second.
- Telescopic piping and valves accommodate full boom extension/retraction without interfering with operation.
- Dry chemical agent discharge via encapsulated Hydro-Chem nozzle: minimum 12 lbs. [5.5 kg]/second throughout boom motion range.
- System designed for maximum throw distance and discharge accuracy.

29.6 Secondary Turret

- Vehicle shall be equipped with a High-Volume, Low-Aspiration (HVLA) bumper turret with a non-aspirating direct injection nozzle.

29.7 Nozzle Sweep and Movement

- The nozzle assembly shall incorporate a swivel joint to allow motion in both horizontal and vertical planes.
- Horizontal rotation: minimum 90° each side of center, for a 180° horizontal sweep.
- Vertical rotation: elevation ≥45° above horizontal; depression sufficient to discharge agent within 30 ft [9 m] in front of vehicle.
- Drive motors (horizontal and vertical) shall be electric, with clutch mechanisms and/or limit switches to prevent over-travel or damage.

29.8 Nozzle Flow and Pattern Control

- Variable pattern control with automatic flow regulation to maintain consistent pressure and flow in both straight stream and fully dispersed (fog) modes.
- Non-air-aspirating design.
- Electric pattern actuation (12V) for straight stream or fog selection.
- Manual and automatic control of a minimum of four preset patterns per nozzle, including auto-park feature.

29.9 Performance

- Water/foam discharge: 625–1250 GPM depending on configuration.
- Dry chemical discharge: 16 lbs./sec minimum.
- Turret assembly shall include an automatic leveling device.

29.10 Controls

- Electronic joystick for operator control of:

- Discharge activation
- Agent selection
- Flow rate
- Pattern selection (straight stream to fully dispersed)

29.11 Structural Integrity

- Nozzle mounting and turret assembly reinforced to sustain all anticipated loads and reaction forces during operation.

30. UNDER TRUCK NOZZLES

For ground fire control system, under-truck nozzles are fitted on the vehicle. The water/foam under-truck nozzles shall be provided so that the combined spray pattern will cover the total under-truck as well as the inner sides of the wheels and tires. As per FAA AC 150/5220-10F.

Pattern: Conical dispersed

Control: Switch on dashboard inside the cab

31. GENERATOR SYSTEM

The vehicle generator system shall be a Onan 10KW 120/240V AC hydraulically driven PTO generator system with the following components:

The system shall be controllable from the cab via a low voltage switch with an indicator to advise of the system's operation. In the event of a malfunction, the system shall automatically shut down. All high voltage wiring shall be contained in conduit and shall be tied to a circuit breaker box. The high voltage system shall meet all national electrical codes and shall be NEMA compliant.

The auxiliary power system shall include:

- FROG meter (indicates system operation, hertz and voltage being supplied by generator). Location TBD.
- Circuit breaker box.
- Wiring and switches as required.

31.1 Power Distribution and Lighting

Generator shall power all onboard lighting, controlled via a low-voltage switch from the cab.

Four (4) 120 VAC 15-amp duplex receptacles w/ weatherproof covers shall be provided one (1) on each side of pump mod, one (1) in the cab and one (1) at the rear of the vehicle. The receptacles shall be wired to individual circuit breakers and shall be twist lock NEMA L5-15 receptacles.

Electric cord reel: One (1) electric cord reel 200 ft of 12/3 safety yellow wiring shall be provided. Reel shall be tied to a 20-amp circuit breaker. The cord reel shall have a DC electric rewind motor and shall be mounted in a compartment on the right side of the vehicle. The cord reel shall have a means of manually rewinding if needed. The cord reel will be supplied with a roller system to prevent chafing of the cord and to aid in its deployment. The cord shall be terminated in a twist lock plug conforming to NEMA L5-20Reel mounted in left-side #1 compartment.

Lighted Weatherproof Junction Box: A weatherproof junction box with lighted indicator shall be provided to include two (2) straight blade and two (2) “twist lock” NEMA L5-20 receptacles.

Light Tower: Will-Bert night Scan Chief Light Tower 2.3.

Four (4) Whelen Pioneer Plus Duel PCH2/PCP2 20,000 lumen Flood/Spotlight.

32. AUXILLIARY EQUIPMENT

The following equipment shall be supplied with the vehicle. If mounting is required, the items to be mounted shall be identified at the pre-construction conference. The mounting requirements and locations will be determined by the manufacturer to best suit vehicle performance. The manufacturer will make every effort to accommodate purchaser requests concerning equipment mounting and location as vehicle performance and vehicle compartment space allow. All equipment as per FAA 150/5210-14C Appendix A-1 Class 5.

- One Dell laptop to operate the following programs
- Engine, Transmission, and vehicle software
- TNT Rescue Extrication tools are as follows
- Cutter: TNT ESLC-29-18VOLT
- Spreader: ES100-24-18 VOLT
- Rams ETLS-40-18 VOLT
- Battery charger for tools
- Six (6) Batteries for extrication tools

33. QUALITY ASSURANCE

- Contractor shall fully comply with NFPA 414 (Current Edition) as amended by -10E A/C regarding:
    - Quality assurance
    - Testing and technical service
    - Operator and maintenance training

34. DELIVERY

- Delivery required within 1095 calendar days from purchase order issuance.
- Destination: ARFF Fleet Facility. 6700 Powerline Road, Fort Lauderdale, 33309
- Prices shall be F.O.B. destination, inclusive of all costs, including freight and fuel.
- The completed vehicle shall be delivered by flatbed truck to a location designated by the customer. Upon delivery Bidder shall supply a qualified technician to inspect the vehicle, perform any final adjustments to the vehicle and make the vehicle ready for service.

35. ON-SITE TRAINING/ FAMILIARIZATION

Bidder shall provide a qualified technician after delivery and acceptance by the purchaser Broward County Aviation Department to acquaint fire department personnel in the proper use and application of the ARFF unit as necessary to accommodate staffing.

Familiarization of fire fighters shall consist of the following:

- Classroom instruction on proper operation and maintenance of this ARFF vehicle to include visual inspection of vehicle, indicating various controls and instruction in proper operation of the unit.
- Actual operation/driving of the ARFF vehicle to include instructions in proper driving of the vehicle, foam and water discharge, pump operation, and familiarity with all necessary firefighting functions.
- Familiarization will include the use of computer aided programs, manuals and hands-on familiarization.
- Bidder will provide familiarization for department maintenance personnel on the vehicles major systems and lubrication points.

BSODFR may record training for future reference.

36. PRE-BUILD/CONSTRUCTION MEETING

- Contractor shall provide a minimum 2-day pre-build meeting in Broward County, Florida, within 30 calendar days of purchase order receipt.

37. FACTORY INSPECTION VISIT

- Mid-construction inspection at or near center body attachment, at no additional cost.
- Final Delivery Inspection of completed vehicle, at no additional cost. The visit shall include a final vehicle acceptance inspection and vehicle testing of the completed vehicle.
- Bid prices shall include airfare, meals, and lodging for four (4) contractor representatives for each inspection, inclusive of Broward County representation.

38. FACTORY MAINTENANCE TRAINING/ ADVANCED ELECTRICAL TRAINING

- Maintenance training shall be provided for TWO (2) BSODFR-selected personnel at contractor's facility:
    - Minimum 4 days covering operations, schematics, troubleshooting, and component repair (engine and automatic transmission teardown not required)
    - Bid prices include airfare, tuition, books, meals, and lodging
- Advanced electronics training shall be provided for TWO (2) personnel, minimum 4 days, covering:
    - Vehicle Operation.
    - Logic and schematics of air, electrical, hydraulic and agent systems.
    - Checks.
    - Maintenance.
    - Troubleshooting.
    - Vehicle Component Construction.
    - Disassembly and Repair.
    - Electronic systems operations
    - Turret, engine, brake and transmission system diagnostics
    - Other items as necessary

  Bid prices include airfare, tuition, books, meals, and lodging

39. FACTORY SERVICE INSPECTIONS

- The Contractor shall provide a factory service representative to perform six (6) complete service inspections post-delivery, scheduled as follows:
    1. 6 months
    2. 12 months
    3. 24 months
    4. 36 months
    5. 48 months
    6. 59 months
- Each inspection shall include a comprehensive evaluation of all interface systems and components, including:
    - Air System
    - Electrical System
    - Firefighting System
    - Full PM Service
    - Foam Proportioning System
    - General Vehicle Condition
- A specialized checklist shall be provided for each inspection to document all phases of the evaluation, ensuring consistency and completeness.

40. INSURANCE

40.1 Chassis Manufacturer Liability

- The chassis manufacturer shall maintain public and product liability insurance of at least $5,000,000 per occurrence and in the annual aggregate, covering bodily injury, death, and property damage.
- A Certificate of Insurance demonstrating this coverage must be included in the bid package.

40.2 Contractor Insurance Obligations

- Contractor shall provide and maintain all required insurance for the duration of the contract, in accordance with the INSURANCE REQUIREMENTS DOCUMENT.
- Policies must be issued by companies authorized in Florida, with agents in Broward County and a minimum AM Best rating of A-.
- Insurance forms shall be no more restrictive than the latest edition of the respective Insurance Services Office policy.

40.3 Coverage Requirements

- Broward County shall be named as additional insured/loss payee under:
    - General Liability (Primary, Non-Contributory, including Products and Completed Operations)
    - Business Automobile Liability
    - Excess Liability
    - Property Insurance (if applicable)
- Policies shall provide 30 days' written notice to the County prior to cancellation, non-renewal, or restriction.
- County may request copies of policies within 14 days of written notice.
- Coverage written on a "claims-made" basis must remain in force for two (2) years after contract termination.
- Commercial General Liability insurance shall be written on an occurrence basis only.

40.4 Compliance and Review

- County Risk Management may review and request adjustments to coverage to protect County interests.
- Contractor shall cure any deficiencies in insurance coverage within five (5) days of written notice.
- Compliance with insurance requirements does not limit the Contractor's contractual liability.

40.5 Subrogation

- Contractor waives any right of recovery against the County for losses covered by the Contractor's insurance.
- Contractor shall obtain waivers of subrogation from insurers when possible.

41. CHASSIS MANUFACTURER CERTIFICATION

- The chassis manufacturer must hold ISO 9001 certification for the production of heavy trucks.
- Self-certification programs are not acceptable; only third-party verified certifications will be recognized.
- Documentation of compliance with ISO 9001 from an accredited third party must be:
    - Included in the bid package **or**
    - Provided within three (3) business days upon request by Broward County.

42. LOCAL SUPPORT

- Due to the specialized design and critical nature of the equipment, local service and technical support is mandatory.
- Contractor must be an authorized dealer of the proposed vehicle, with factory-trained EVT technicians located within 50 miles of the customer.

42.1 Requirements for EVT Technicians:

- Fully trained in delivery, in-service, maintenance, and repair of the specific unit.
- Hold current, valid manufacturer certifications.
- Capable of servicing the entire vehicle, including chassis and auxiliary systems.
- Equipped with fully stocked mobile service vehicles.
- Provide a technical support phone contact, with a maximum response time of two (2) hours for inquiries.
- Factory-trained EVT technicians must be available 24/7 for emergency repairs.
- Contractors must provide evidence of a legally binding, established agreement with the chassis manufacturer for at least three (3) years to ensure compliance with support requirements.

SPECIAL INSTRUCTIONS TO VENDORS
QUOTATION REQUEST OR INVITATION TO BID

ROSENBAUER PANTHER 6x6 AIRCRAFT RESCUE AND FIREFIGHTING VEHICLE WITH HRET

A. Scope

This fixed contract is for the purchase of one (1) Rosenbauer Panther 6x6 Aircraft Rescue and Fire Fighting (ARFF) vehicle equipped with High Reach Extendable Turret (HRET) for the Broward County Aviation Department in accordance with the Specifications and Requirements.

B. Contract Type

Definite Quantity Contracts. This solicitation is for a definite quantity of goods or services. Purchase order(s) for the quantity(ies) stated in the solicitation will be issued to the Vendor after notification of award and receipt of all required documents or as otherwise stated in the solicitation.

The County may order additional quantities of up to an additional twenty percent (20%) of the originally specified quantities at any time prior to the expiration of one (1) year after the date of award; if mutually agreed, the awarded Vendor must furnish such additional quantities at the same prices, terms, and conditions as stated in the solicitation and the response. If the County requires delivery within a shorter period than the delivery time specified in the solicitation (if any), and if the awarded Vendor is unable to deliver by that time at the contracted price, the County may obtain such delivery from other sources, without penalty or prejudice to the County, and such shall not be a violation of the contract provided the County purchases the remainder of the definite quantity from the awarded Vendor under the delivery terms specified in the solicitation.

C. Office of Economic and Small Business Requirements

Not applicable to this solicitation.

D. Funding Requirements (ex. Grant, State, or Federal)

Not applicable to this solicitation.

E. Specifications and Requirements

The **Specifications and Requirements** included apply to this solicitation. If the Specifications and Requirements reference a third party (i.e., manufacturer, applicator, subcontractor, etc.), the reference is to be construed as the Vendor through the third party.

The product offered by the Vendor must, on an overall basis, be equal or greater in quality or performance than the Specifications and Requirements. Broward County shall be the sole judge of what constitutes equal or greater in quality or performance. Submittals that do not comply with Specifications and Requirements are subject to rejection.

The Vendor should submit with their response photographs, drawings, current manufacturer's catalogues, or product literature on the items offered. If not submitted with their response, this information must be submitted within three calendar days after request by Broward County Purchasing Division. Literature should be clearly

marked as to each item number. The Vendor's failure to submit the requested literature and/or catalogues may result in their bid being declared nonresponsive.

F. Requests for Approved Equals

Not applicable to this solicitation.

G. Vendor Responsibilities

The Vendor will be responsible for the provision, installation (if applicable, per **Specifications and Requirements**), and performance of all equipment, materials, services, etc. offered in their submittal. The Vendor is not relieved of responsibility for the performance of all equipment furnished, or of ensuring timely delivery of materials, equipment, etc., even if the equipment or materials are not of their own manufacture.

H. Fiscal Year End

Not applicable to this solicitation.

I. Basis of Award

Award of this contract will be made to the lowest responsive, responsible bidder on a total bid price (sum of all items) basis. The County reserves the right to award on a group basis (if applicable), item by item basis or total bid price basis, whichever is deemed to be in the County's best interest, in accordance with General Conditions, Section B.7.

J. Multiple Awards

Not applicable to this solicitation.

K. Price Adjustment/Escalation

Not applicable to this solicitation.

L. Maintenance and Service Requirements

Refer to Specifications and Requirements.

M. Licensing Requirements

Not applicable to this solicitation.

N. Certification Requirements

Chassis manufacturer shall be ISO 9001 certified for the production of heavy trucks.

Proof of certification should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days after the County's request. Vendor may be deemed nonresponsive for failure to fully comply with the stated timeframes.

O. Permits and Fees

Not applicable to this solicitation.

P. Allowances
Not applicable to this solicitation.

Q. Public Bid Disclosure Act
Not applicable to this solicitation.

R. Recycling Preference
Not applicable to this solicitation.

S. Prevailing Wage Rates
Not applicable to this solicitation.

T. Liquidated Damages
Not applicable to this solicitation.

U. Payment
Refer to General Conditions.

V. Additional Information/Instructions
Not applicable to this solicitation.

Form Date 10/10/25

GENERAL CONDITIONS
Quotation Requests and Invitations to Bid (No BCF in Solicitation)

These General Conditions apply to all Quotation Requests and Invitations to Bid (each a "solicitation") issued by Broward County (the "County") unless the County deletes, supersedes, or modifies any of these General Conditions for a particular solicitation by indicating such change in the Special Instructions to Vendors. The submission by any vendor ("Vendor") of a response to the solicitation ("response") constitutes Vendor's offer to the County to contract with the County and includes as a material part of that offer Vendor's agreement that these General Conditions, along with all other provisions included in the solicitation and the pricing stated in Vendor's response, will constitute the contract between the Vendor awarded the solicitation ("Contractor") and the County, and shall prevail over any conflicting provision in any quotation, standard form contract, or other document of the Contractor, regardless of any language in such document(s) to the contrary. Any modification to these General Conditions or the language of the solicitation by Vendor is prohibited, unenforceable, and may render Vendor's response nonresponsive.

The Broward County Procurement Code ("Procurement Code"), Chapter 21 of the Broward County Administrative Code, is applicable to this solicitation, and can be obtained from the Purchasing Division's website at: www.broward.org/purchasing. Submission of a response constitutes Vendor's agreement to be bound by the Procurement Code as applied to this solicitation.

A. GENERAL PROVISIONS

1. Effect of Vendor's Signature on Vendor's Response.

By Vendor including its digital or electronic signature on the response:

(a) Vendor represents and certifies that the representations in Section A.2 of these General Conditions are true and accurate;

(b) Vendor acknowledges, accepts, and agrees that the solicitation is governed by the Terms and Conditions of the solicitation stated herein; and

(c) **VENDOR ACKNOWLEDGES, ACCEPTS, AND AGREES THAT, IF AWARDED THE SOLICITATION BY THE COUNTY'S ACCEPTANCE OF VENDOR'S OFFER AS SET FORTH IN ITS RESPONSE, VENDOR IS LEGALLY BOUND TO THESE GENERAL CONDITIONS, SPECIAL INSTRUCTIONS, AND THE SPECIFICATIONS OF THIS SOLICITATION, INCLUDING WITHOUT LIMITATION THE TERMS AND CONDITIONS OF CONTRACT STATED HEREIN.**

2. Vendor Representations and Certifications.

Vendor represents and certifies the following:

(a) The individual submitting the response is authorized to sign on Vendor's behalf and has actual legal authority to bind Vendor to the solicitation's terms. Vendor acknowledges and agrees that electronic signatures or digital signatures shall have the same legal effect as a handwritten signature.

(b) Vendor's response is made without prior understanding, agreement, or connection with any other vendor submitting a response to the solicitation regarding either vendor's response, and is in all respects fair and without collusion or fraud.

(c) Vendor is neither delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, nor in default of any contractual or regulatory obligation to the County.

(d) No owner, principal, officer, director, or member of Vendor is or was an owner, principal, officer, director, or member in any other firm that was suspended or debarred from doing business with the County within the last three (3) years, unless otherwise noted in Vendor's response.

(e) All statements in Vendor's response are accurate, true, and correct. Vendor acknowledges that any inaccurate, untruthful, or incorrect statement made in its response may be used by the County as a basis for rejection; rescission of contract award; or termination of the contract; and may also serve as the basis for suspension and/or debarment of Vendor pursuant to the Procurement Code.

(f) Vendor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to provide and perform all goods and services required under the solicitation and that each person and entity that will provide goods or services under the contract is duly qualified and, to the extent required, licensed and certified by all appropriate governmental authorities to perform such services, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such goods or services. Vendor further represents and warrants that it has or will obtain all necessary permits and approvals required by applicable law to perform all goods and services required under this solicitation and the resulting contract.

B. TERMS AND CONDITIONS OF THE SOLICITATION

1. Responses.

Responses must be submitted electronically through the County's designated electronic bidding system ("EBS"). It is Vendor's responsibility to ensure its response is submitted and received through the EBS by the date and time specified in the solicitation. The County will not consider responses received by other means or after the time that responses are due. All timeframe references are to Eastern Time. The official time for electronic submittals is the EBS's servers, as synchronized with the atomic clock. Any response that seeks to modify or take exception to the official time shall be deemed nonresponsive.

The County is a public agency subject to Chapter 119, Florida Statutes. Any material submitted in Vendor's response is a public record available for public inspection and copying pursuant to Section 119.07, Florida Statutes. If Vendor contends any material constitutes or contains trade secrets or is otherwise exempt or protected from disclosure under Florida public records laws (collectively, "Restricted Materials"), Vendor must separately submit and conspicuously label the Restricted Materials as "RESTRICTED MATERIAL – DO NOT PRODUCE." Unless submitted in accordance with this paragraph, Vendor waives any claim of confidentiality or trade secret with respect to any and all information included in the Vendor's response. If a third party submits a public records request for Restricted Materials, the County shall refrain from disclosing the Restricted Materials unless otherwise ordered by a court of competent jurisdiction or authorized in writing by the Vendor, and Vendor must indemnify and defend the County and its employees,

officers, and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of the Restricted Material in response to a public records request by a third party.

2. Withdrawal.

Unless otherwise expressly permitted under the Procurement Code, Vendors may not withdraw their responses after the deadline for responses to the solicitation until 120 days (all references to "days" in these General Conditions mean calendar days, unless otherwise expressly stated) after the deadline for filing responses to the solicitation. Any response that seeks to modify or take exception to this provision shall be deemed nonresponsive. Violation of this section may subject Vendor to suspension or debarment, and shall entitle the County to execute on Vendor's posted bid security.

3. Bid Opening.

All responses to Invitations to Bid shall be publicly opened in the public domain or as otherwise designated in the solicitation. The Purchasing Division will decrypt responses received in the EBS immediately following the deadline for bid responses.

4. Cancellation of Solicitation.

The Director of Purchasing may cancel a solicitation at any time before the deadline for responses.

5. Addenda.

The County reserves the right to amend this solicitation prior to the deadline for Vendor responses by issuing written addenda to the solicitation. If, upon review, a Vendor finds a nonclerical error in an addendum, that Vendor must contact the Purchasing Division immediately, prior to the deadline for submission of responses, to allow the County to review the alleged error and to issue any clarification, if the County determines that a clarification is necessary. Vendors are responsible for obtaining and reviewing each addendum prior to the deadline for submission of responses to the solicitation. The terms of all addenda to the solicitation are incorporated herein.

6. Prices.

All responses must include firm prices, which must include all handling, set up, shipping, and inside delivery charges to the destination specified in the solicitation, unless otherwise indicated in the solicitation.

(a) **Certification of Prices:** Vendor certifies that the prices it is proposing in its response are not higher than the prices at which Vendor sells the same goods and/or services in approximately similar quantities, under similar terms and conditions, to any other purchaser.

(b) **F.O.B. Destination:** Unless otherwise specified in the solicitation, prices shall be provided as F.O.B. Destination, with freight, fuel, and all other costs included.

(c) **Taxes:** The County is exempt from federal and Florida taxes on direct purchases of tangible property. The County's tax exemption number will appear on the County's purchase

order. Vendor must pay all applicable sales, consumer, land use, or other similar taxes required by law.

(d) **Discounts:** Vendors may offer a cash discount for prompt payment, but such discounts will not be considered by the County in determining the lowest net cost for evaluation purposes unless otherwise stated in the solicitation.

(e) **Mistakes:** Vendors are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to this solicitation. Failure to examine all pertinent documents shall not entitle Vendors to relief from any provision or any requirement of this solicitation. Mathematical errors, other than in unit prices, may be deemed clerical errors and are subject to correction by the County at the County's sole discretion. If there is a mistake in the extended price (i.e., unit price multiplied by quantity), the unit price shall govern.

7. Awards.

If a specific basis of award is not established in the Special Instructions to Vendors, the award shall be to the lowest responsive and responsible Vendor. In accordance with Section 287.05701, Florida Statutes, the County may not request documentation or consider a Vendor's social, political, or ideological interests when determining if the Vendor is a responsible vendor or give preference to a Vendor based on the Vendor's social, political, or ideological interests. When two or more Vendors offer the same pricing, the Purchasing Division will break the tied responses in accordance with the applicable provisions of the Procurement Code. The County reserves the right to make separate award(s) to one or more Vendors for individual goods/services, groups of goods/services, or all or none or any combination thereof. When a group of goods/services is specified in the solicitation, Vendor must include in its response prices for all items within the group.

A Vendor desiring to offer "No Charge" on an item in a group of goods/services must so indicate by placing a $0.00 in the offer field for that item, and enter "No Charge" in the "Notes for Buyer" section in the EBS. If a Vendor does not comply with these requirements, its response with respect to that group of goods/services will be deemed incomplete and may be rejected. However, if Vendor(s) do not offer all items within a group, the County may issue an award on one or more items on an item-by-item basis. When a group is indicated for variable quantities and the group shows evidence of unbalanced prices, such solicitation response may be rejected. The Director of Purchasing, or the Broward County Board of County Commissioners ("Board"), as applicable, reserves the right to waive technicalities and irregularities and to reject any or all responses.

8. Qualifications of Vendors.

The County will only award a contract to a Vendor that is normally engaged in providing the types of commodities, services, or construction specified in the solicitation. Vendors must comply with all applicable state or local business licensing requirements. Vendors must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the County. The County reserves the right to inspect Vendor's facilities, equipment, personnel, and organization, or to take any other action necessary to determine Vendor's ability to perform in

accordance with the solicitation's specifications, terms and conditions, and Vendor's submittal of its response to the solicitation shall be deemed to constitute Vendor's consent to such inspection. The County will determine whether the evidence of ability to perform is satisfactory, and reserves the right to reject responses and/or find any Vendor nonresponsible where evidence or evaluation is determined to indicate insufficient or uncertainty regarding capacity or ability to perform. The County may also consider a Vendor's history of any and all types of citations, orders, judgments, and/or violations, including those relating to suspensions, debarments, or environmental regulations, in determining responsibility. Failure of a Vendor to submit such information may be grounds for rejection of Vendor's response and constitutes grounds for termination of Vendor's contract if awarded the solicitation. Vendor shall notify the County immediately of any citations, orders, judgments, or violations not included in Vendor's response that occur at any time prior to award of the contract.

9. Affiliated Entities.

Each Vendor must disclose in its response the names and addresses of its principals and identify all affiliates of Vendor at any time in the five (5) years preceding the date the solicitation was posted. For purposes of this section: (a) "principal" is an individual who is an officer or member of Vendor, or an owner of at least 10% of the equity interest of Vendor; (b) "affiliate" is any entity that directly or indirectly controls, is controlled by, or is under common control with, Vendor or principal(s) of Vendor; and (c) "control" means (i) ownership, directly or indirectly, of fifty percent (50%) or more of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or fifty percent (50%) or more of the equity interests in the case of any other type of legal entity, or (ii) status as a general partner in the case of a partnership, or (iii) any other arrangement whereby a party controls or has the right to control the Board of Directors or equivalent governing body of the entity, or (iv) in the case of a corporation or a partnership, if the abovementioned applicable level of ownership or control is prohibited in any country where the entity is organized or maintains its headquarters or principal place of business, then the maximum ownership or control level for the entity permitted in that country.

10. Resolution of Protested Solicitations and Proposed Awards.

In accordance with Sections 21.65 through 21.67 of the Procurement Code, if a Vendor intends to protest a solicitation or proposed award of a contract the following shall apply:

(a) Any protest concerning the solicitation's specifications or requirements (or any addendum thereto) must be received by the Director of Purchasing on or before 5:00 p.m. on the fifth (5^{th}) business day after the solicitation or addendum is posted on the EBS.

(b) Any protest concerning a proposed award or ranking must be received by the Director of Purchasing on or before 5:00 p.m. on the fifth (5^{th}) business day after the proposed award or ranking is posted on the Purchasing Division's website.

(c) The protest must be made in writing and must specify the grounds for protest in accordance with Section 21.66 of the Procurement Code.

(d) A business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m., except County holidays; time periods are calculated as stated in Section 21.8(f) of the Procurement Code. Failure to timely file a protest within the timeframes specified constitutes a

waiver of the right to protest. Pursuant to Section 21.71 of the Procurement Code, the filing of a protest is a remedy that must be exhausted before filing an appeal or civil action.

(e) As a condition of initiating any protest, the protestor must present the Director of Purchasing with a filing fee. The filing fee is calculated based on the estimated contract amount. For purposes of the protest, the estimated contract amount shall be the contract amount submitted by the protestor. If no contract amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County will accept money order, certified check, or cashier's check, payable to Broward County. The filing fee will be refunded if the protestor prevails in the protest. The filing fees are as follows:

Estimated Contract Amount	**Filing Fee**
Mandatory Bid Amount up to $250,000	$500
$250,001 - $500,000	$1,000
$500,001 - $5 million	$3,000
Over $5 million	$5,000

11. Public Entity Crimes; Public Business Discrimination; Foreign Country of Concern.

Vendor represents that the submission of its response to this solicitation does not violate the Public Entity Crimes Act, Section 287.133, Florida Statutes. Vendor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it has not been identified as a company or other entity subject to scrutiny under Sections 215.473 or 215.4725, Florida Statutes. Vendor represents and certifies that it is not, and for the duration of the contract, if awarded, will not be, ineligible to contract with the County on any of the grounds stated in Section 287.135, Florida Statutes. Vendor represents that it is, and if awarded the contract will remain for the duration of the contract, in full compliance with Section 286.101, Florida Statutes. Violation of this section shall result in cancellation or termination of Vendor's contract and may result in suspension and/or debarment.

12. Prohibited Telecommunications Equipment.

Vendor represents and certifies that it and its applicable subcontractors do not use, and throughout the contract, if awarded, will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26.

13. Criminal History Screening Practices.

By submission of its response to this solicitation, Vendor represents and certifies that it has implemented, or will implement upon award of the contract, policies, practices, and procedures that preclude inquiry into an employment applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

14. Entities of Foreign Concern.

If Vendor or any subcontractor will have access to an individual's personal identifying information under the awarded contract, Vendor represents and certifies under penalty of perjury as follows: Vendor is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in Vendor. Vendor and any subcontractor that will have access to personal identifying information shall submit to County executed affidavit(s) under penalty of perjury, in a form approved by the County attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Terms used in this section that are not otherwise defined in this solicitation shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

15. Construction Apprenticeship Program (Construction Contracts only).

Unless precluded by applicable law or grant funding requirements, if the solicitation is for a construction contract as defined in Section 26-9 of the Broward County Code of Ordinances, Vendor represents and certifies that it shall comply for the duration of the contract, if awarded, with Sections 26-8 through 26-11 of the Broward County Code of Ordinances regarding the Construction Apprenticeship Program, including by providing the reports required under Section 26-11(a) to the County's Office of Small Business and Economic Development via email to Workforce@broward.org.

16. Cone of Silence Ordinance.

The Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, provides that for certain time periods, Vendors and their representatives may not communicate regarding the solicitation with any County Commissioner or their staff or with certain County personnel. However, Vendors may communicate with a representative of the Office of Economic and Small Business Development (telephone (954) 357-6400) at any time regarding a solicitation or regarding participation of Small Business Enterprises, County Business Enterprises, Disadvantaged Business Enterprises, or Airport Concessions Disadvantaged Business Enterprises in a solicitation. The Cone of Silence also permits communication with certain other specific County employees (for more information, refer to Section 1-266, Broward County Code of Ordinances). Any violation of the Cone of Silence Ordinance by Vendor or any representative of Vendor, including owner, employee, consultant, lobbyist, or actual or potential subcontractor or subconsultant, may be reported to the County's Office of Professional Standards. If the Office of Professional Standards determines that a violation has occurred, a fine shall be imposed against Vendor as provided in the Broward County Code of Ordinances. Additionally, a determination of violation shall render any award to a Vendor who is found to have violated the Cone of Silence Ordinance voidable, at the sole discretion of the Board.

17. Contingency Fees.

Vendor certifies it has not paid and will not pay any contingency fees (sometimes known as a finder's fee) to any person or organization, other than a bona fide employee working solely for Vendor, to secure a contract made pursuant to this solicitation. This provision does not apply to

fees paid to an insurance broker in connection with a solicitation to provide insurance coverage to the County.

18. Local Business Tax Receipt Requirements.

Unless exempt or prohibited under applicable law, any Vendor maintaining a business address within Broward County must have a current Broward County Local Business Tax Receipt issued by the Broward County Records, Taxes and Treasury Division ("Business Tax Receipt") prior to recommendation for award. Unless exempt, Vendors that maintain a business address within Broward County but do not have a current Business Tax Receipt may be deemed nonresponsive to this solicitation. For further information on obtaining or renewing a Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-6200.

19. Third-Party Rating.

The County may review any information provided by third-party rating agencies, such as Dun & Bradstreet, S&P, Moody's, or credit bureaus, to assist in determining a Vendor's responsibility regarding this solicitation.

20. Samples.

Samples or drawings, when required, shall be provided to the County free of charge. If not mutilated or destroyed in the examination, Vendor will be notified to remove same at their expense. If samples are not removed within thirty (30) days after written notice to Vendor, they shall be considered as abandoned, and the County shall have the right to dispose of them as its own property.

21. "Or Equal" Clause.

Whenever a material, article, or piece of equipment is identified in the solicitation by reference to a manufacturer or brand name, trade name, catalog number, or otherwise, any such reference is intended merely to establish a standard; and, unless such identification is followed by the words "no substitution is permitted," any material, article, or piece of equipment of any other manufacturer or brand that will perform or serve the requirements of the solicitation will be considered equally acceptable, provided that the material, article, or piece of equipment so proposed is, in the sole opinion of the County, equal in substance, quality, and function to the material, article, or piece of equipment specified in the solicitation.

22. Legal Requirements.

Applicable provisions of all federal, state, and local laws, ordinances, rules, and regulations, including the Procurement Code, shall govern development, submittal, and evaluation of responses, and shall govern any and all claims and disputes that may arise between Vendor(s) and the County or its officers, employees, and/or authorized representatives. Lack of knowledge by any Vendor of any applicable law, rule, or regulation shall not constitute a recognizable defense against the legal effect thereof.

C. TERMS AND CONDITIONS OF CONTRACT

1. Orders, Quantities, and Pricing.

The contract may be for: (a) a definite quantity; (b) an open-end/indefinite quantity; or (c) all of the County's requirements. The Special Instructions or Project Description specify the applicable contract type and the associated terms and conditions, which shall govern the contract. The prices stated in the Vendor's response will be the applicable pricing for purchases under this solicitation, subject to any modification permitted by these General Conditions, the terms stated in the solicitation, or the Procurement Code.

2. Contract Period.

The contract period shall start and terminate as indicated in the solicitation's Special Instructions to Vendors. If no contract period is stated in the Special Instructions to Vendors, the contract period shall start upon the date of award and end three (3) years later, unless extended by mutual consent of the County and Contractor for up to two (2) additional one (1) year renewal terms. The total contract period, inclusive of the above-referenced renewal terms, shall not exceed five (5) years, unless renewed or extended pursuant to action by the Board, or as otherwise authorized by Section 21.53 of the Procurement Code. The continuation of the contract beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes and, if applicable, Chapter 212, Florida Statutes. If amounts to be paid by the County under this contract are budgeted to be funded with transportation surtax proceeds pursuant to Section 212.055(1), Florida Statutes, and such proceeds are not appropriated or available for any reason, the County shall have no obligation to use ad valorem funds or any other funding source to make any payment required under this contract and may terminate the contract for convenience pursuant to Section 4(c).

If the Director of Purchasing determines to renew the contract as set forth above, the County will provide Contractor with notice of the County's intent to renew in advance of the contract expiration date. If Contractor consents to the renewal or otherwise confirms the request to renew (which may be done electronically), the contract shall be renewed for the stated period. All prices, terms, and conditions of the contract shall remain firm for any renewal period unless subject to price adjustment expressly stated in the solicitation. If the Director of Purchasing does not renew the contract, or if no further renewal of the contract period is available, Contractor nonetheless shall, if directed in writing by the Director of Purchasing, continue contract performance for an extension period not exceeding ninety (90) days beyond the contract expiration date. Contractor shall be compensated for such performance during the extension period at the rate in effect when the Director of Purchasing directed Contractor to continue performance for an extended period beyond the contract expiration date.

3. Invoice and Payment.

Contractor may submit invoices for payment no more often than on a monthly basis, but only after the goods or services for which the invoices are submitted have been delivered or completed. If subcontractor or supplier fees or costs are included in a Contractor invoice to the County, Contractor must submit a Certification of Payments to Subcontractors and Suppliers with

each such invoice in the form provided by the County. Contractor must pay subcontractors and suppliers within fifteen (15) days following receipt of payment from the County for such subcontracted work or supplies. The certification shall be accompanied by a copy of the notification sent to each unpaid subcontractor listed on the form, if any, explaining the good cause why payment has not been made to that subcontractor. Contractor's delayed submission of any invoice by more than sixty (60) days, absent good cause approved in writing by the Contract Administrator, may, at the Contract Administrator's sole discretion, result in a waiver of any right to payment for the invoiced goods and services.

The County shall pay for all goods and services received and accepted by the County in accordance with the Local Government Prompt Payment Act, Section 218.70, et seq., Florida Statutes, and the Prompt Payment Policy, Section 1-51.6, of the Broward County Code of Ordinances. All invoices and applications for payment shall be submitted both to the address indicated in the purchase order and to the County's Accounting Division (via email at AccountsPayable@Broward.org). The County will pay Contractor after receipt and acceptance of the goods and services and a proper invoice is received. Invoices must bear the purchase order number. The County will only accept and pay for goods delivered or services performed by Contractor within the contract period, including any extensions or continued performance as directed by the Director of Purchasing. The County may offset any amounts Contractor owes to the County under this contract against any amounts the County owes to Contractor under this contract, including, without limitation, penalties and damages to the extent set forth in the solicitation or required by applicable law.

4. Termination.

(a) **Availability of Funds**. If funds for the contract are not made available or otherwise allocated by the Board, the County may terminate the contract upon thirty (30) days prior written notice to Contractor without penalty or liability for such termination. The Board shall be the final authority as to availability of funds and how such available funds are to be allotted and expended.

(b) **Nonperformance**. The County may terminate the contract for cause if Contractor is in in breach and does not correct the breach within ten (10) days after written notice from the County Contract Administrator ("Contract Administrator") identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work; failure to suitably deliver goods in accordance with the specifications and instructions in this solicitation; failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this solicitation; or multiple breaches of the provisions of the contract notwithstanding whether any breach was previously waived or cured. If this contract is for goods or services related to emergency response for a natural emergency and Contractor breaches this Agreement during an emergency recovery period, as defined in Section 252.505, Florida Statutes, Contractor must pay County a $5,000 penalty plus damages, which shall be actual and consequential damages or, if expressly stated otherwise in this contract, liquidated damages, in accordance with Section 252.505, Florida Statutes.

(c) **For Convenience**. The County may terminate the contract for convenience upon no less than thirty (30) days' written notice. If the contract is terminated for convenience, Contractor shall be paid for any goods properly delivered and services properly performed prior

to the termination date specified in the notice from the County. However, upon being notified of the County's election to terminate, unless directed otherwise in writing by the County, Contractor shall cease any deliveries, shipment, or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of the contract. In no event will payment be made for lost or future profits or damages for Contractor's reliance on continued performance of the contract beyond the effective date of the termination for convenience. Contractor acknowledges and agrees that it has received good, valuable, and sufficient consideration from the County for the County's right to terminate the contract for convenience, the receipt and adequacy of which are hereby acknowledged.

5. Conditions and Packaging.

Unless otherwise stated in the solicitation, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and must be the current standard production model available at the time of Contractor's response. The goods must be suitably packaged for shipment by common carrier. Each container, or multiple units or items otherwise packaged, must bear a label or otherwise legible marking stating the name of Contractor (or the manufacturer or supplier), the purchase order number, and any other information required by the solicitation's specifications.

6. Safety Standards.

Unless otherwise specified in the solicitation, all goods and services, including manufactured items and fabricated assemblies, shall comply with applicable requirements of the Occupational Safety and Health Act ("OSHA") and all standards thereunder. All sources of energy associated with machinery/equipment purchased shall be capable of being "locked-out" in accordance with OSHA 29 CFR § 1910.147, Hazardous Energy Control. Pursuant to OSHA 29 CFR § 1910.1200, Hazard Communication Standard, and Chapter 442, Florida Statutes, Occupational Safety and Health, any chemical substance provided or delivered pursuant to this solicitation to the County must be compliant with the Global Harmonized System ("GHS") for Hazard Communication accompanied by a Safety Data Sheet ("SDS") consisting of 16 sections, which SDS must be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, Florida 33301-1803.

7. Rejection of Nonconforming Items.

The County may withhold acceptance of or reject any items the County determines do not meet the specification requirements of the solicitation. Upon written notice from the County, Contractor must remove the rejected items at its own expense within five (5) days after the County's notice of rejection and then replace them at its own expense with items that meet the specification requirements of the solicitation. Any items not removed by Contractor within thirty (30) days after the County's notice of rejection shall be considered abandoned, and the County may dispose of them in any manner it sees fit. The County shall not be required to give written notice of rejection with respect to foodstuffs, medication, or other perishable goods. With respect to foodstuffs, medication, and other perishable goods, the County may provide verbal notification of rejection, in response to which Contractor must immediately remove and replace the rejected goods at its sole expense. Contractor's failure to provide conforming items, failure

to meet the timeframes for removal and replacement specified in this section may result in Contractor being found in breach of contract.

8. Inspection, Acceptance, and Title.

Inspection and acceptance will be at the delivery destination specified in the solicitation, unless otherwise stated in the purchase order. Title and risk of loss or damage to all items shall be the responsibility of Contractor until such items are accepted by the County.

9. Governmental Restrictions and Prohibited Covered Telecommunications Equipment.

If any applicable law or regulation requires substitution of the goods or services required by the solicitation (or alteration of the material quality, workmanship, or performance of such goods or services) prior to delivery of same, Contractor must immediately notify the County in writing of the specific law or regulation requiring such substitution or alteration. The County reserves the right to accept any such substitution or alteration, including any price adjustments occasioned thereby, or to terminate the contract without liability and at no further expense to the County. For the duration of the contract, neither Contractor nor its subcontractors shall use or provide any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26.

10. Insurance.

Contractor shall, at its sole expense, maintain the minimum insurance coverages required in the solicitation in accordance with the terms and conditions of this section. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or subcontractors in connection with the contract. Contractor shall ensure that "Broward County" is listed and endorsed as an additional insured on all required policies. Contractor shall ensure that all required insurance coverages remain in full force and effect for the duration of the contract and until all performance required by Contractor has been completed. Contractor shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by the County's Risk Management Division. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against the County. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurers may acquire against the County and agrees to obtain same in an endorsement of Contractor's insurance policies.

11. Indemnification.

(a) **Contracts other than construction contracts and professional services contracts (as defined in Sections 725.06 and 725.08, Florida Statutes)**: Contractor shall indemnify, hold harmless, and defend the County and all of the County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court

costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to the contract, and caused or alleged to be caused, in whole or in part, by breach of this contract by Contractor or by any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with the contract (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from the County, defend each Indemnified Party against each such Claim by counsel satisfactory to the County or, at the County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this solicitation and the contract term. If considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under the contract may be retained by the County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the County.

(b) **Construction contracts and professional services contracts (as defined in Sections 725.06 and 725.08, Florida Statutes)**: Contractor shall indemnify and hold harmless the County and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor or other persons employed or utilized by Contractor in the performance of the contract. The provisions of this section shall survive the expiration or earlier termination of the contract. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under the contract may be retained by the County until all of the County's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by the County.

12. Notice.

Notice to the County or Contractor must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below (for the County) or stated in the response to the solicitation (for Contractor), and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The address for notice to the County shall be as follows:

Broward County
Director, Broward County Purchasing Division
115 S. Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301-1801
Email: PurchasingSupport@broward.org

The notice addresses for a party may be changed by that party by providing notice of such change in accordance with this section.

13. Jurisdiction, Venue, Waiver of Jury Trial.

The contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this solicitation or contract shall be in the state courts of the Seventeenth Judicial Circuit in

and for Broward County, Florida. If any claim arising from, related to, or in connection with this solicitation or contract must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THE CONTRACT, EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THE CONTRACT.**

14. Patents and Royalties.

Contractor, without exception, shall indemnify, hold harmless, and defend the County, and all of the County's current, past, and future officers, agents, and employees, from liability of any nature or kind, including but not limited to attorneys' fees, costs, and expenses, for or on account of any of any claims by third parties arising out of any copyrighted, trademarked, invention (patented or unpatented), process, or article that is manufactured, used, or otherwise required or occasioned by performance of the contract by Contractor or by the County. Contractor is solely responsible for any and all royalties, fees, or costs resulting or arising from use of any design, device, or materials covered by letters, patent, or copyright. The County shall not be liable or pay any royalties, fees, or costs in connection with the contract or the goods or services provided pursuant to the contract. This provision shall survive the expiration or earlier termination of the contract.

15. Confidential Information; Generative Artificial Intelligence.

Unless expressly authorized in this contract or in writing in advance by the Contract Administrator, Contractor is strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of the County. Contractor must ensure that any use of generative artificial intelligence tools by Contractor or its subcontractors does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training. Contractor must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section.

16. Subcontractors; Assignment; Change of Control.

Except for subcontracting approved by the County in advance, neither the contract nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of the County. Any change of control (as defined herein) shall be deemed an assignment. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of the contract, and permit the County to immediately terminate the contract, in addition to any other remedies available to the County at law or in equity. The County may condition any consent required under this section upon review of any documentation reasonably requested by the County and/or payment by Contractor of a fee in an amount specified by the County to cover costs incurred by the County in evaluating the transaction for which consent is requested.

For purposes of this section, "change of control" means: (a) a transfer of more than fifty percent (50%) of the ownership interests in Contractor, whether in a single transaction or a series of related transactions; (b) a merger, consolidation, or other reorganization that results in a change in voting control in Contractor or in the entity that controls Contractor's business; or (c) the sale, lease, or transfer of all or substantially all of Contractor's assets. A change of control does not include (i) a transfer to an entity wholly owned, directly or indirectly, by Contractor or its parent, or (ii) a transfer between existing owners of Contractor that does not result in a change in majority ownership.

17. Equal Employment Opportunity.

Contractor shall not discriminate against any employee or applicant for employment based on race, religion, age, color, sex, gender, national origin, marital status, political affiliation, disability, physical or mental disability, or any other basis prohibited by applicable law, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 CFR Parts 23 and 26, as applicable. Contractor shall post notices setting forth the provisions of this nondiscrimination clause in conspicuous places available to employees and applicants for employment. Contractor must ensure subcontractors and subconsultants, if any, are aware and comply with the requirements of this section.

18. Criminal History Screening.

Unless exempted under Section 26-125, Broward County Code of Ordinances, Contractor certifies and represents that it shall comply with Section 26-125(d) of the Broward County Code of Ordinances prohibiting inquiry into the criminal history of an employment applicant until the applicant is selected as a finalist and interviewed for the position.

19. Purchase by Other Governmental Agencies.

Contractor understands and agrees that any other governmental unit may enter into a contract with Contractor on the same terms and conditions as Contractor's contract with the County. However, any such governmental unit must establish its own contract with Contractor, place its own orders, issue its own purchase orders, be separately invoiced by Contractor, make its own payments, and issue its own exemption certificates as required by Contractor. Contractor understands and agrees that the County is not and will not be a legally bound party to any contractual agreement made between any other governmental unit and Contractor as a result of this solicitation, and that no other governmental unit is an implied or intended third-party beneficiary of the contract between the County and Contractor.

20. Public Records.

Pursuant to Chapter 119, Florida Statutes, Contractor and all subcontractors and subconsultants retained by Contractor for performance of the contract, shall comply with Florida's Public Records Law, including as follows:

(a) Keep and maintain public records required by the County to perform the services;

(b) Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the contract and following completion or termination of the contract if the records are not transferred to the County; and

(d) Upon completion or termination of the contract, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers the records to the County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County upon request in a format that is compatible with the information technology systems of the County.

A request for public records regarding the contract must be made directly to the County, who will be responsible for responding to any such public records requests. Contractor must provide any requested records to the County to enable the County to respond to the public records request.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6066, PURCHASINGRECORDS@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 212, FORT LAUDERDALE, FLORIDA 33301.

Any material submitted to the County that Contractor contends constitutes or contains trade secrets or is otherwise exempt or protected from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material") must be separately submitted and conspicuously labeled "RESTRICTED MATERIAL – DO NOT PRODUCE." In addition, Contractor must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. If a third party submits a request to the County for records designated by Contractor as Restricted Material, the County shall refrain from disclosing the Restricted Material, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Contractor must indemnify and defend the County and its employees, officers, and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Restricted Material in response to a records request by a third party.

21. Audit Right and Retention Records.

The County shall have the right to audit the books, records, and accounts of Contractor and its subcontractors that are related to the contract. Contractor and its subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related

to the contract and performance under the contract. All such books, records, and accounts shall be kept in written form or in a form capable of conversion into written form within a reasonable time; upon request by County, Contractor and its subcontractors shall make same available to the County in written form at no cost and allow the County to make copies. Contractor shall ensure that the requirements of this section are included in all agreements with its subcontractor(s).

Contractor and all subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the contract for at least three (3) years after expiration or termination of the contract or until resolution of any audit findings, whichever is longer. This section shall survive any dispute or litigation between the parties, and Contractor expressly acknowledges and agrees to be bound by this section through the course of any dispute or litigation with the County. Contractor shall make all such records and documents available electronically in common file formats or via remote access if and to the extent requested by the County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by the County). Contractor hereby grants the County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by the County, with seventy-two (72) hours' advance notice. Contractor shall provide the County with reasonable access to Contractor's facilities, and the County shall be allowed to interview employees to discuss matters pertinent to the performance of this contract.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the County's disallowance and recovery of any payment made by the County based upon such entry. If an audit or inspection in accordance with this section reveals overpricing or overcharges to the County of any nature by Contractor in excess of five percent (5%) of the total contract billings reviewed by the County, in addition to making adjustments for the overcharges, Contractor shall pay the reasonable cost of the County's audit. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of the County's findings to Contractor.

22. Ownership of Documents.

All finished or unfinished documents, studies, surveys, drawings, maps, models, photographs, specifications, and reports prepared or provided by Contractor in connection with the contract shall become the property of the County upon the expiration or termination of the contract, whether the project for which they are made is completed or not. Contractor must deliver all such materials to the Contract Administrator prior to contract expiration or within fifteen (15) days after Contractor's receipt of a written notice of termination. The County may withhold any payments due to Contractor until Contractor complies with the provisions of this section.

23. Special Notice.
In accordance with 29 CFR § 1926.1101(k)(2), Contractor is hereby notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations.

24. Contractor Responsibilities; Time is of the Essence; Waiver; Remedies.
Unless otherwise stated in the solicitation, Contractor will be responsible for the provision, installation, and performance of all equipment, materials, goods, and services offered in its response, even if such materials or equipment is not of their own manufacture or such services are not being performed by Contractor's own employees. Time is of the essence in performing the duties, obligations, and responsibilities required by Contractor under the contract. The County's election not to enforce any particular breach(es) does not waive the County's right to enforce any other breach(es) and shall not be construed as a modification of the contract. All remedies provided in these General Conditions are cumulative.

25. Warranties and Guarantees.
Contractor shall obtain all applicable manufacturers' warranties and guarantees of the equipment and materials required by this solicitation and resulting orders under this solicitation for the benefit of, and in the name of, Broward County. Contractor shall deliver documentation of such warranties and guarantees to the point of delivery specified in the solicitation.

26. Independent Contractor.
The relationship between the County and Contractor is an independent contractor relationship, and nothing in the contract shall constitute or create a partnership, joint venture, or any other relationship between the parties. In providing goods or services as specified in the solicitation, neither Contractor nor its agents shall act as officers, employees, or agents of the County. Contractor shall not have the right to bind the County to any obligation not expressly undertaken by the County under the contract.

27. Regulatory Capacity.
Notwithstanding the fact that the County is a political subdivision with certain regulatory authority, the County's performance under the contract is as a party to the contract and not in its regulatory capacity. If the County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall be made pursuant to its pursuant to the County's regulatory authority as a governmental body separate and apart from the contract, and shall not be attributable in any manner to the County as a party to the contract.

28. Sovereign Immunity.
Except to the extent required by law, nothing herein is intended to serve as a waiver of sovereign immunity by the County nor shall anything included herein be construed as consent by the County to be sued by third parties in any matter arising out of the contract.

29. Third-Party Beneficiaries.

Neither Contractor nor the County intends to primarily or directly benefit a third party by entering into the contract. Therefore, the parties acknowledge that there are no third-party beneficiaries to the contract and that no third party shall be entitled to assert a right or claim against either of them based upon the contract.

30. Compliance with Laws; Funding Requirements and Code Requirements.

Contractor and the goods and services provided by Contractor pursuant to the contract must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations, and all deliverables provided by Contractor to the County for online utilization must meet or exceed the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard or any higher standard required by applicable law. Contractor and its subcontractors must be familiar and comply with any applicable grant terms and requirements and all federal, state, county, municipal, and local laws, rules, regulations, and codes applicable to performance of the contract. If this contract is funded in whole or part by state, federal, or other grant funding, the terms of that funding agreement and any applicable regulations of the state or federal funding entity are incorporated herein, including any specific provisions required to be set forth in this contract. Contractor must ask for and receive any required inspections relevant to its performance of the contract.

31. E-Verify.

Contractor represents that Contractor and each subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into the contract will not violate that statute. If Contractor violates this section, County may immediately terminate the contract for cause and Contractor shall be liable for all costs incurred by County due to the termination.

32. Restrictions on Use of Certain Plastics and Products on County property.

Contractor shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.172, Broward County Administrative Code.

33. Iron and Steel Products

If this contract is for a "public works project" as defined in Section 255.0993, Florida Statutes, then any iron or steel product permanently incorporated in the project must be produced in the United States, unless specifically exempted in writing by the Contract Administrator in accordance with Section 255.0993, Florida Statutes.

34. Anti-Human Trafficking

Contractor hereby attests that Contractor does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, an authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true.

35. Amendments; Severability.

All changes to purchase orders shall be by issuance of a change order or amended purchase order by the County. Any modification or change to the contract must be by written amendment signed by Contractor and the County. If any part of the contract is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from the contract and the balance of the contract shall remain in full force and effect.

D. CONSTRUCTION PROVISIONS

1. Applicability; Order of Precedence.

This Section D applies only to contracts for construction or construction services, including labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvements to real property, and, if so applicable, prevails in the event of any conflict with any other provision of these General Conditions, the solicitation, or the applicable Ordering Documents.

2. Ordering Documents; Change Orders; Change in Time or Price.

The County shall issue orders for work under this contract through written purchase orders, work orders, field orders, change orders, or any other County-executed ordering document, which shall incorporate the applicable scope of work, specifications, quotation, or other description of the required work (collectively, "Ordering Documents"). Any extra or additional work must be approved by means of a written field order, change order, or other Ordering Documents issued by the County. The Contract Administrator may issue written field orders setting forth minor changes in the work provided there is no increase in the time to complete the work under the applicable Ordering Documents ("contract time") or the amount due to Contractor for all work under that Ordering Documents ("contract price"). Any change in the work that increases contract time or contract price must be approved through a written change order or amended Ordering Documents issued by the County. Under circumstances determined necessary by the County, change orders may be issued unilaterally by the County. Any claim by Contractor for an increase in the contract time or the contract price must be made by written notice to the Contract Administrator within five (5) days after the commencement of the event giving rise to the claim (or, if later, Contractor's first knowledge of the claim), and must state the details of the claim, the nature and cause of the claim, and the proposed effect on contract time and contract price. Within twenty (20) days after the termination of the event giving rise to the claim or by such other time as the parties may agree in writing, Contractor must submit written documentation to the County that includes a written notarized certification that the adjustment claimed is the entire adjustment to which Contractor has reason to believe it is entitled as a result of the event at issue. If the parties cannot resolve a claim for changes in contract time or contract price within

twenty (20) days after receipt by the County, then the parties shall be deemed to have reached impasse for purposes of dispute resolution (Section D.15 herein). IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR INCREASES TO CONTRACT TIME OR CONTRACT PRICE ARE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.

If County receives from Contractor a change order proposal for construction services requested in writing by County, and the change order proposal conforms to all statutory requirements and all requirements set forth herein, County shall approve or deny the change order proposal and send written notice of that decision to Contractor within 35 days after receipt of such change order proposal. If County denies a change order proposal due to deficiencies in the change order proposal, County shall identify the change order proposal's deficiencies and identify the actions necessary to remedy those deficiencies. In addition to any other bases to not issue a change order provided for herein, County may deny a change order proposal if and to the extent the Contract Administrator determines procuring the additional or changed work is not in the best interests of the County.

3. No Prohibited Local Government Programs.

If the construction services that are the subject of this solicitation will be paid for with any state-appropriated funds from the State of Florida, then (a) this solicitation is subject to Section 255.0991(2), Florida Statutes; (b) Section B.18 of these General Conditions does not apply to this solicitation; and (c) the Broward County Business Opportunity Act (Section 1-81, et seq., Broward County Code of Ordinances) and any other requirement or preference that would be prohibited under Section 255.0991(2) are not applicable to this solicitation and the resulting contract. If the construction services that are the subject of this solicitation are a public works project and will be paid for with any state-appropriated funds from the State of Florida or any local funds (other than transportation surtax funding), then (a) this solicitation is subject to Section 255.0992, Florida Statutes; and (b) the following provisions and programs do not apply to this solicitation and the resulting contract: (i) the Living Wage Ordinance (Section 26-100, et seq., Broward County Code of Ordinances); (ii) the Broward County Prevailing Wage Ordinance (Section 26-5, et seq., Broward County Code of Ordinances); (iii) the Broward County Domestic Partnership Act of 1999 (Section 16½-150, et seq., Broward County Code of Ordinances); (iv) the Broward County Workforce Investment Program (Section 19.211, Broward County Administrative Code); (v) the Construction Apprenticeship Program (Section 26-8, et seq., Broward County Code of Ordinances); (vi) the Broward County Business Opportunity Act (Section 1-81, et seq., Broward County Code of Ordinances) (unless the public works project is funded solely by the County); (vii) the Local Business Tax Receipt; and (viii) any other provision or program that is prohibited under Section 255.0992 or applicable law.

4. Performance and Payment Bonds.

Except as stated herein, Contractor must comply with the provisions stated in the document titled, "Bid Bonds, Performance and Payment Bonds, and Surety Qualification Requirements" included in the solicitation. Contractor must submit the performance and payment bonds to

County within ten (10) days after notification of award. The Purchasing Director may, in their sole discretion, waive in writing the requirements for performance and payment bonds for any individual project to the extent permitted by Section 255.05, Florida Statutes. Additionally, the Purchasing Director may, in their sole discretion, approve reduction in bond amounts to the extent the performance and payment bonds amounts exceed the total of all open Ordering Documents and the aggregate value of work performed within the immediately preceding one-year period.

5. Permits, License, and Impact Fees.

Contractor must secure and pay for all necessary permits and licenses required for the work as may be required by applicable law. Contractor shall be reimbursed by the County only the actual amount of the permit fees levied by the permitting authority and actually paid by the Contractor, as evidenced by an invoice or other acceptable documentation issued by the permitting authority. Reimbursement to Contractor shall be on a pass-through basis and shall not include profit or overhead. The County shall directly pay for all impact fees levied by any municipal governmental entity within the jurisdiction where work is performed. To the extent that any work is bid on a final fixed price basis, the parties shall agree upon the required permits and fees, including the cost of all such fees, at least ten (10) days prior to the submission of the final fixed price, in compliance with Section 218.80, Florida Statutes.

6. Applications for Payment.

Notwithstanding any provision in Section C.3 herein, Contractor may make applications for payment (each, an "Application for Payment") at intervals of not more than once a month for completed work. Applications for Payment must include: a breakdown of the work components and quantities; an updated progress schedule; the amount of payment sought; a completed Certification of Payments to Subcontractors (if applicable) (Form 007500-9); a release of liens and claims relative to work that was the subject of any previous Applications for Payment or consent of surety relative to the work that is the subject of the Application for Payment; if applicable, a completed Statement of Compliance form (Form 00922 for Prevailing Wage Rate; or Form 007500-8 for Davis-Bacon Act); and any other information or documentation requested by the County. The final Application for Payment must include: a complete release of all claims arising out of the work, or receipts in full in lieu thereof; an affidavit certifying that all suppliers and subcontractors have been paid in full and that all other indebtedness and financial obligations connected with the applicable work have been paid, or, in the alternative, a consent of the surety to final payment on Contractor's behalf; the final corrected as-built drawings; the final bill of materials, if required; and a completed, sworn, and notarized Final List of Noncertified Subcontractors and Suppliers (Form 07600-4), with a list of all noncertified Subcontractors and suppliers used attached thereto.

If the Application for Payment is approved by County as compliant with the contract requirements including this section, payment for portion(s) of the Application for Payment undisputed by the County, less any applicable retainage, shall be made twenty (20) business days after the date on which the Application for Payment is received by the County. Unless otherwise

directed by the Contract Administrator, Applications for Payment must be submitted to the Contract Administrator and to the Broward County Accounting Division, Accounts Payable Section. The County may reject any improper Application for Payment within twenty (20) business days after receipt. If Contractor corrects each deficiency in the Application for Payment, the corrected Application for Payment must be paid or rejected within ten (10) business days after receipt by the County. Any dispute between the County and Contractor regarding an Application for Payment shall be communicated in writing and resolved in accordance with the Prompt Payment Ordinance (Section 1-51.6 of the Code), subject to the process and time frames for payment set forth above.

A Final Certificate of Payment (Form 007600-2) will be issued if the County determines that the work is satisfactory and complete, that all requirements of the Ordering Documents are fully satisfied, that all conditions of any applicable permits and the regulatory agencies have been met, and that the final Application for Payment includes all the required documents and information. Upon receipt of final payment, Contractor shall immediately deliver to the County a completed Form of Final Receipt (Form 007600-3).

7. Retainage.

Prior to issuance of the punch list (as described in Section D.8 below), the County may withhold retainage as set forth in Section 255.078, Florida Statutes, as amended. Any reduction in retainage below the maximum amount set forth in Section 255.078, Florida Statutes, shall be at the sole discretion of the Contract Administrator. Upon Contractor achieving substantial completion, development of the punch list, and the County's receipt of a contractually compliant Application for Payment, the County shall pay Contractor the remaining balance due under the applicable Ordering Documents, including remaining retainage, less an amount equal to 150% of the total cost to complete all items on the punch list. Upon final completion of all items on the punch list in conformance with the Ordering Documents, Contractor may submit a final Application for Payment for the amount withheld by the County relating to the punch list. The County may withhold payment, at any time, in whole or in part, if (a) Contractor breaches the contract or the applicable Ordering Documents, (b) as necessary to protect the County from inadequate or defective work not remedied, and/or (c) if Contractor fails to make payments properly to subcontractors or suppliers. Any interest earned on retainage or withheld payments shall accrue to the benefit of the County.

8. Punch List.

Upon notification by Contractor that work has reached substantial completion and upon inspection by the County and Contractor confirming substantial completion, the parties shall prepare a Certificate of Substantial Completion (Form 007600-1). Within the time specified herein, the parties shall cooperatively prepare a punch list identifying all work yet to be completed, including the estimated cost of each item not yet completed. If the cost of the work is less than $10,000,000, the punch list shall be developed within thirty (30) days after substantial completion; if the cost of the work is $10,000,000 or more, the punch list shall be developed within forty-five (45) days after substantial completion. The punch list must be delivered by the

County to Contractor within five (5) days after the list is developed and approved by both parties. Upon written notification by Contractor that all work on the punch list has been completed, the parties shall conduct a final inspection of the work and Contractor shall submit a final Application for Payment.

9. Completion of the Work; Liquidated Damages.

Contractor must complete the work within the time (if any) specified in the applicable Ordering Documents (including as amended). If the Ordering Documents include liquidated damages that will be due if Contractor fails to complete the work (or a portion thereof) within the time specified and the applicable work is not completed within the time specified, then Contractor must pay to the County the applicable amount of liquidated damages in accordance with the Ordering Documents. The liquidated damages amounts are not penalties but are amounts fixed and agreed upon between the parties based on the impossibility of precisely ascertaining the amount of damages that will be sustained by the County as a consequence of Contractor's failure to timely complete the work and the parties' mutual desire to obviate any question or dispute concerning the amount of said damages. Unless otherwise stated in the Ordering Documents, the applicable liquidated damages are cumulative and apply separately to each portion of the work for which a deadline and a liquidated damages amount is stated in the Ordering Documents. The County may, but is not obligated to, deduct some or all of any liquidated damages due from monies otherwise due to Contractor under this contract; to the extent not so deducted, Contractor must pay the liquidated amounts within thirty (30) days after demand by the Contract Administrator.

10. No Damages for Delay.

No claim for damages or any other claim, other than for an extension of time, shall be made or asserted against the County by reason of any delays except as provided herein. Contractor shall not be entitled to an increase in the price or payment or compensation for direct, indirect, consequential, impact, or other costs, expenses, or damages, whatever the cause for such delay and regardless of whether or not such delay was reasonable, foreseeable, or avoidable. Contractor shall be entitled only to extensions of the time for performance as the sole and exclusive remedy for such resulting delay; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith, or active interference on the part of the County or its agents.

11. Contractor License Number.

The license number of Contractor listed in Contractor's response to the solicitation (or if not so listed, the contractor license number listed on the applicable license of Contractor) is hereby incorporated into these General Conditions in compliance with Section 489.119(5)(b), Florida Statutes.

12. Construction Defects.

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

13. If State Funded, Preference for State Employment.

If any work is funded in whole or in part by funding from the State of Florida, then pursuant to Section 255.099, Florida Statutes, Contractor must give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents.

14. Forms.

Referenced forms are available at www.broward.org/Purchasing/Pages/StandardTerms.aspx. Any deviation from the posted forms requires prior written approval from the Contract Administrator.

15. Dispute Resolution.

Any claim or issue disputed by Contractor not resolved by the Contract Administrator must be submitted in writing to the County Administrator within five (5) days after the date of impasse. Within fourteen (14) days after receipt of the Contractor's written notice, the County Administrator or the Director of the County department or division at issue ("County Representative") shall issue a written decision on the dispute within fourteen (14) days after receipt of the written notice, or shall identify the specific additional information required to resolve the dispute; if specific additional information is requested, Contractor shall promptly provide the requested information and the County Representative shall issue the written decision within fourteen (14) days after the County's receipt of the requested additional information. If the written decision is unacceptable to either party, the objecting party must notify the other party in writing within ten (10) days after receipt of the written decision stating the basis of the objection and the proposed adjustments to contract time or contract price the objecting party contends is the correct result of the dispute. Within sixty (60) days after final completion of the work required under the applicable Ordering Documents, the parties shall participate in mediation to address all objections to any determinations and to attempt to prevent litigation. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under state law. A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR CONTRACT TIME AND CONTRACT PRICE ADJUSTMENTS AND ALL OTHER RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.

During the pendency of any dispute and after a determination thereof, Contractor shall continue the work as directed by the County, including proceeding with any change orders as directed by the County, and the parties shall act in good faith to mitigate any potential damages, including utilization of construction schedule changes and alternative means of construction. In any legal proceeding arising under this contract, Contractor hereby waives any claim or defense based on facts or evidentiary materials of which Contractor had knowledge but did not present for consideration during the resolution of disputes process set forth in this section. This section shall

survive any expiration or termination of this contract and shall be binding on the parties throughout the course of any dispute or litigation regarding this contract.

16. Hurricane Precautions.

During such periods of time as are designated by the National Weather Services as being a hurricane watch or warning, Contractor, at no cost to County, shall take all precautions necessary and legally required, including pursuant to Section 489.1132, Florida Statutes, to secure the project site from any damage that may be caused by all threatened storm events, regardless of whether County or consultant has given notice of same. Compliance with any specific hurricane watch or warning precautions will not constitute additional work. Suspension of the work caused by a threatened or actual storm event, regardless of whether County has directed such suspension, will entitle Contractor to additional contract time as non-compensable, excusable delay, and shall not give rise to a claim for compensable delay. When a tower crane or mobile crane is located on the project site, Contractor shall prepare, and maintain at the project site for inspection, a hurricane preparedness plan.

Rev. 10.15.2025
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VENDOR QUESTIONNAIRE
QUOTATION AND INVITATION TO BID

The completed Vendor Questionnaire should be submitted with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days after County's written request. Failure to timely submit this form may result in the Vendor being deemed nonresponsive.

If a response requires additional information, the Vendor should upload a written detailed response with submittal; each response should be labeled to match the question number.

1. Legal business name: Click or tap here to enter text.
2. Doing Business As/Fictitious Name (if applicable): Click or tap here to enter text.
3. Federal Employer I.D. No. (FEIN): Click or tap here to enter text.
4. Dun and Bradstreet No.: Click or tap here to enter text.
5. Website address (if applicable): Click or tap here to enter text.
6. Principal place of business address: Click or tap here to enter text.
7. Office location responsible for this project: Click or tap here to enter text.
8. Telephone No.: Click or tap here to enter text. Fax No.: Click or tap here to enter text.
9. Generic e-mail for purchase orders: Click or tap here to enter text.
   (Broward County auto distributes purchase orders; to ensure Vendor receives purchase orders, a company accessible e-mail address is suggested.)
10. Type of business (check appropriate box):
    - ☐ Corporation (specify the state of incorporation): Click or tap here to enter text.
    - ☐ Sole Proprietor
    - ☐ Limited Liability Company (LLC)
    - ☐ Limited Partnership
    - ☐ General Partnership
    - ☐ Other – Specify: Click or tap here to enter text.
11. Specify the type of services or commodities Vendor offers: Click or tap here to enter text.
12. Years Vendor has been in business providing the services and/or products offered? Click or tap here to enter text.
13. Authorized Contact(s):

Name: Click or tap here to enter text.	Name: Click or tap here to enter text.
Title: Click or tap here to enter text.	Title: Click or tap here to enter text.
E-mail: Click or tap here to enter text.	E-mail: Click or tap here to enter text.
Telephone No.: Click or tap here to enter text.	Telephone No.: Click or tap here to enter text.

14. List name and title of each principal, owner, officer, and majority shareholder:

a) Click or tap here to enter text.	d) Click or tap here to enter text.
b) Click or tap here to enter text.	e) Click or tap here to enter text.
c) Click or tap here to enter text.	f) Click or tap here to enter text.

15. Is Vendor or any of its principals or officers currently a principal or officer of another organization? If yes, specify details in an attached written response. ☐ Yes ☐ No

16. Affiliated Entities of the Principal(s): List the names and addresses of "affiliated entities" of the Vendor's principal(s) over the last five years (from the solicitation opening deadline) that have acted as a prime vendor with the County. Affiliated entities of the principal(s) are those entities related to the Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent, or sibling entity.

a) Click or tap here to enter text.	c) Click or tap here to enter text.
b) Click or tap here to enter text.	d) Click or tap here to enter text.

17. Has Vendor, or any of its principals, officers, or predecessor organization(s), been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response.
☐ Yes ☐ No

18. Has Vendor ever failed to complete any services and/or delivery of products during the last three years? If yes, specify details in an attached written response. ☐ Yes ☐ No

19. Has a voluntary or involuntary bankruptcy petition been filed by or against Vendor, its parent, or any of its subsidiaries or predecessor organizations, during the last three years? If yes, specify details in an attached written response. ☐ Yes ☐ No

20. Has Vendor's surety intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to Vendor's or its predecessor's sureties during the last three years? If yes, specify details in an attached written response, including contact information for owner and surety company.
☐ Yes ☐ No

21. Affirm Vendor is currently authorized by the manufacturer as a dealer/seller of the product(s) offered, and the warranty offered is the manufacturer's warranty with Broward County recorded as the original purchaser? ☐ Yes ☐ No ☐ N/A (if service)

22. Will Vendor extend the same price, terms, and conditions to other governmental entities during the period covered by this contract? ☐ Yes ☐ No

23. Does Vendor accept a Visa credit card as payment from Broward County, with no additional fees or change to bid price? Procurement Contract must be approved and designated for procurement card (p-card) by Director of Purchasing for use prior to ordering. ☐ Yes ☐ No

24. **Non-Collusion Certification:** The Vendor must disclose, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1)(d), Florida Statutes, who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

    Select One:

    ☐ The Vendor certifies that this offer is made independently and free from collusion; or

    ☐ The Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. The Vendor must include a list of name(s) and each relationship with its submittal.

25. **Drug-Free Workplace Certification:** In accordance with Section 287.087, Florida Statutes, whenever two or more submittals are tied, a submittal received from a Vendor that certifies it has implemented a drug-free workplace program shall be given preference in the award process.

    The Vendor hereby certifies that: (only if Vendor is certifying that it currently complies, check box)

    ☐ The Vendor hereby certifies that it has established a drug-free workplace program in accordance with the requirements of Section 287.087, Florida Statutes, ("Preference to businesses with drug-free workplace programs").

26. **Participation in Solicitation Development:** By submission of this solicitation response, the Vendor certifies as follows (select one):

    ☐ I have not participated in the preparation or drafting of any language, scope, or specification that would provide Vendor or any affiliate an unfair advantage of securing this solicitation.

    ☐ I have provided information regarding the specifications and/or products listed in this solicitation. If this box is checked, provide the following:

        Name /Division information was provided to: Click or tap here to enter text.
        Title: Click or tap here to enter text.
        Date information provided: Click or tap here to enter text.
        For what purpose was the information provided? Click or tap here to enter text.

Questions 27 through 30 are only applicable to **service contracts** or **construction contracts** (repair, maintain, or furnish and install) solicitations:

27. List similar ongoing contracts Vendor currently working on. If additional space is required, provide on separate sheet.
    Click or tap here to enter text.

28. Has Vendor completely inspected the project site(s) prior to submitting its solicitation response?
☐ Yes ☐ No

29. Does Vendor need to rent or purchase any equipment for this contract? If yes, please specify details in an attached written response. ☐ Yes ☐ No

30. List equipment Vendor owns that is available for this contract.
Click or tap here to enter text.

31. Provide at least three individuals, corporations, agencies, or institutions for which Vendor has provided similar type of services or commodities in the past three years. Only provide references for non-Broward County contracts. For Broward County contracts, the County will review performance evaluations in its database for vendors with previous or current contracts with the County. The County considers references and performance evaluations in the evaluation of the Vendor's past performance.

Reference 1:
Services/Commodity Provided: Click or tap here to enter text.
Contract/Project Title: Click or tap here to enter text.
Agency: Click or tap here to enter text.
Contact Name/Title: Click or tap here to enter text.
Contact Telephone: Click or tap here to enter text.
Email: Click or tap here to enter text.
Contract/Project Dates (Month and Year): Click or tap here to enter text.
Contract Amount: Click or tap here to enter text.

Reference 2:
Services/Commodity Provided: Click or tap here to enter text.
Contract/Project Title: Click or tap here to enter text.
Agency: Click or tap here to enter text.
Contact Name/Title: Click or tap here to enter text.
Contact Telephone: Click or tap here to enter text.
Email: Click or tap here to enter text.
Contract/Project Dates (Month and Year): Click or tap here to enter text.
Contract Amount: Click or tap here to enter text.

Reference 3:
Services/Commodity Provided: Click or tap here to enter text.
Contract/Project Title: Click or tap here to enter text.
Agency: Click or tap here to enter text.
Contact Name/Title: Click or tap here to enter text.
Contact Telephone: Click or tap here to enter text.
Email: Click or tap here to enter text.
Contract/Project Dates (Month and Year): Click or tap here to enter text.
Contract Amount: Click or tap here to enter text.

VENDOR QUESTIONNAIRE
QUOTATION AND INVITATION TO BID

I hereby certify the information provided in this Vendor Questionnaire is true and correct*:

Vendor Name: Click or tap here to enter text.

Signature: _____

Printed Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

* I certify that I am authorized to sign this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. As the Vendor's authorized representative, I attest that any and all statements, oral, written or otherwise, made in support of the Vendor's response are accurate, true, and correct. I also acknowledge that inaccurate, untruthful, or incorrect statements made in support of the Vendor's response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract, and may also serve as the basis for debarment of the Vendor pursuant to Part XI of the Broward County Procurement Code. I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation.

Form Date 7/1/25

LITIGATION HISTORY

A. Vendor is required to disclose to the County all "material" cases during the last three (3) years prior to the solicitation response end date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization.

B. Additionally, the Vendor is required to disclose to the County all "material" cases against any principal of Vendor, regardless of whether the principal was associated with Vendor at the time of the "material" cases against the principal, during the last three (3) years prior to the solicitation response.

C. A "case" means any filed, pending, or resolved litigation, arbitration, or administrative proceeding.

D. A case is considered "material" if it relates, in whole or in part, to any of the following:

1. A similar type of work that the Vendor is seeking to perform for the County under the current solicitation;
2. An allegation of fraud, negligence, error or omissions, or malpractice against the Vendor or any of its principals or agents who would be performing work under the current solicitation;
3. A vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
4. The financial condition of the Vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or
5. A criminal proceeding or hearing concerning business-related offenses in which the Vendor or its principals (including officers) were/are defendants.

E. For each material case, the Vendor is required to provide all information identified in the **Litigation History Form**. Additionally, the Vendor shall provide a copy of any judgment or settlement of any material case during the last three (3) years prior to the solicitation response. Redactions of any confidential portions of the settlement agreement are only permitted upon a certification by the Vendor that all redactions are required under the express terms of a pre-existing confidentiality agreement or provision.

F. The County will consider the Vendor's litigation history information in its review and determination of responsibility.

G. If the Vendor is a joint venture, the information provided must encompass the joint venture and each of the entities forming the joint venture.

H. Vendor is required to disclose to the County any and all cases(s) that exist between the County and any of the Vendor's subcontractors/subconsultants proposed to work on this project during the last five (5) years prior to the solicitation response.

I. Failure to disclose any material case, including all requested information in connection with each such case, as well as failure to disclose the Vendor's subcontractors/subconsultants litigation history against the County, may result in the Vendor being deemed nonresponsive.

LITIGATION HISTORY FORM

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

☐ There are no material cases for this Vendor; or

☐ Material Case(s) are disclosed below:

Is this for a: (check type)
- ☐ Parent Company
- ☐ Subsidiary
- ☐ Predecessor Firm
- ☐ None of the above

If Yes: Name of Parent Subsidiary/Predecessor: Click or tap here to enter text.

Vendor is Plaintiff ☐ Vendor is Defendant ☐

Case Number: Click or tap here to enter text.

Case Name: Click or tap here to enter text.

Date Filed: Click or tap here to enter text.

Name of Court or other Tribunal: Click or tap here to enter text.

Type of Case: Bankruptcy ☐ Civil ☐ Criminal ☐ Administrative/Regulatory ☐

Claim or Cause of Action and Brief description of each Count: Click or tap here to enter text.

Brief Description of the Subject Matter and Project Involved: Click or tap here to enter text.

Disposition of Case: Pending ☐ Settled ☐ Dismissed ☐

Judgment: Vendor's Favor ☐ Against Vendor ☐

If Judgment is against, is Judgment Satisfied? Yes: ☐ No: ☐

Attach copy of any applicable Judgment, Settlement Agreement, and Satisfaction of Judgement.

Opposing Counsel Name: Click or tap here to enter text.

Opposing Counsel email: Click or tap here to enter text.

Opposing Counsel Phone: Click or tap here to enter text.

Vendor Name: Click or tap here to enter text.

ANTI-HUMAN TRAFFICKING AFFIDAVIT

This completed form should be returned with the Vendor's submittal. If not provided with the submittal, the Vendor must submit this form within three (3) business days after the County's request and upon award, renewal, or extension of a contract with Broward County. The Vendor may be deemed nonresponsive for failure to fully comply within the stated timeframe.

The Vendor indicated below does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes.

Under penalties of perjury, the undersigned declares that they have read the foregoing statement and that the facts stated in it are true.

Vendor Name: Click or tap here to enter text.

Signature: _____

Printed Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

Form Date 9/9/24

Required Provisions for Airport Procurements
(No BCF in Solicitation)

In accordance with the requirements of the Federal Aviation Administration's Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects Guidelines ("FAA Guidelines"), the following terms apply to this solicitation.

1. Definitions

1.1 **Airport** means the North Perry Airport and/or the Fort Lauderdale-Hollywood International Airport, located in Broward County, Florida, and all real property encompassed within the boundaries of the North Perry Airport and/or the Fort Lauderdale-Hollywood International Airport.

1.2 **Aviation Department** means the Broward County Aviation Department or its successor agency.

1.3 **Bidder**, **Contractor**, **Offeror**, **Vendor**, or **Design/Build Firm** means the awarded vendor.

1.4 **Federal Aviation Administration** or **FAA** means the agency of the United States Government established under 49 U.S.C. § 106, or its successor.

1.5 **Owner** or **Sponsor** are synonymous with County.

2. Contract Provisions

2.1 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, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

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

2.2 Civil Rights - Title VI Assurances. Contractor shall abide by and comply with the nondiscrimination requirements set forth in **Attachment I**, to the extent same are applicable by law, rule, regulation, or federal grant requirements.

2.3 Federal Fair Labor Standards Act (Federal Minimum Wage). This Agreement incorporates by reference the provisions of the Federal Fair Labor Standards Act (29 C.F.R. Part 201, et seq.), and related regulations (collectively, "FLSA"), with the same force and effect as if fully restated herein. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for

full and part time workers. Contractor must comply with the FLSA and has full responsibility to monitor compliance with the FLSA. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

2.4 Occupational Safety and Health Act of 1970. This Agreement incorporates by reference the requirements of the Occupational Safety and Health Act of 1970 (29 C.F.R. Part 1910) ("OSHA") with the same force and effect as if fully restated herein. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and its Subcontractors' compliance with the applicable requirements of the OSHA. Contractor 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.

2.5 Airport Security Requirements. Contractor must comply with the Airport Security Requirements as set forth in **Attachment II**.

2.6 Airport Issued Identification Media, Public Area Business Purpose Media, and Emergency Response Training. All employees, agents, representatives, contractors, and Subcontractors of Contractor shall obtain Airport Issued Identification Media or Public Area Business Purpose Media, and complete emergency response training, as required by Section 2-43 of the Broward County Code of Ordinances. Contractor shall comply with the requirements of Section 2-43 of the Broward County Code of Ordinances, including the requirement that Contractor compensate its employees, agents, representatives, contractors, and Subcontractors for time spent completing the emergency response training.

2.7 Access to Records and Reports. If this Agreement is funded in whole or in part by a Federal grant, in addition to all other retention requirements of this Agreement, Contractor must maintain an acceptable cost accounting system. Contractor agrees to provide County, the FAA, and the Comptroller General of the United States, or any of their duly authorized representatives, access to any books, documents, papers and records of Contractor that are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Contractor agrees to maintain all books, records and reports required under this Agreement for a period of not less than three (3) years after final payment is made and all pending matters are closed.

2.8 Domestic Preferences for Procurements. Contractor certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, Contractor 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 C.F.R. § 200.322.

(The following provision applies to AIP-funded contracts exceeding simplified acquisition threshold of $350,000) [FAA Guidelines A2.3]

2.9 Breach of Contract Terms. Any violation or breach of terms of this Agreement on the part of Contractor or its Subcontractors may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties of this Agreement.

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

The duties and obligations imposed by the Agreement 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.

(The following provision applies to AIP-funded contracts that require, or could result in the installation of, materials consisting primarily of iron, steel, or manufactured goods and construction materials) [FAA Guidelines A3.3.1]

2.10 Buy American Preference. If this Agreement is funded in whole or in part by a Federal grant, Contractor certifies that its bid/offer is in compliance with 49 U.S.C. § 50101, Build America, Buy America (BABA), and other related Made in America laws, 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 (U.S.), unless the FAA 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. Contractor certifies that all construction materials ("construction materials" means 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. Contractor certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

(The following provision applies to all AIP-funded contracts and lower tier contracts that exceed $150,000) [FAA Guidelines A6.3]

2.11 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 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Contractor agrees to report any violation to County immediately upon discovery. County assumes responsibility for notifying the Environmental Protection Agency (EPA) and the FAA.

Contractor must include this requirement in all subcontracts that exceed One Hundred Fifty Thousand Dollars ($150,000).

(The following provision applies to all AIP-funded construction, equipment (if installed onsite), and professional services contracts that exceed $100,000 unless specifically excluded from FAA Guidelines) [FAA Guidelines A7.3]

2.12 Contract Workhours and Safety Standards Act Requirements.

1. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration (FAA) or County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

(The following provision applies to all AIP-funded construction, equipment, and professional services contracts that exceed $2,000 unless specifically exempted by FAA Guidelines) [FAA Guidelines A8.3]

2.13 Copeland "Anti-Kickback" Act. Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 3145), as supplemented by Department of Labor regulation 29 C.F.R. Part 3. Contractor and Subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. Contractor and all Subcontractors must submit to County a weekly statement on the wages paid to each employee performing on covered work during the prior week. County must report any violations of the Copeland "Anti-Kickback" Act to the Federal Aviation Administration.

(The following provision applies to all AIP-funded construction, equipment, and professional services contracts that exceed $2,000 unless specifically exempted by FAA Guidelines) [FAA Guidelines A9.3]

2.14 Davis-Bacon Requirements.

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under regulations implementing the Copeland Act (29 C.F.R. Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-

1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate(including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate,

the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or County, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written

evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or County, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (*e.g.,* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant or County, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or County).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 C.F.R. § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 C.F.R. § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or County, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered,

the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 C.F.R. § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at no less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 C.F.R. Part 3, which are incorporated by reference in this contract.

6. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. §§5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. § 5.5.

7. Contract Termination: Debarment. A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C § 1001.

(The following provision applies to any AIP-funded contract, regardless of tier, equal to or exceeding $25,000) [FAA Guidelines A10.3.1 and A10.3.2]

2.15 Debarment and Suspension Requirements for Contracts Over $25,000. 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. 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.

(The following provision applies to all AIP-funded contracts exceeding $15,000) [FAA Guidelines A12.3]

2.16 Distracted Driving/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 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. Contractor must include the substance of this clause in all sub-tier contracts exceeding $15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

(The following provision applies to all contracts exceeding $100,000) [FAA Guidelines A16.3]

2.17 Restrictions on 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 31 U.S.C. § 1352. 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.

(The following provision applies to all construction, equipment, and professional services contracts involving the procurement of EPA-designated recovered materials exceeding $10,000) [FAA Guidelines A18.3]

2.18 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 C.F.R. Part 247. In the performance of this contract and to the extent practicable, 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 C.F.R. 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/comprehensive-procurement-guidelines-construction-products. Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;

b) Fails to meet reasonable contract performance requirements; or

c) Is only available at an unreasonable price.

(The following provision applies to all AIP-funded contracts that include performance of experimental, developmental, or research work) [FAA Guidelines A19.3]

2.19 Rights to Inventions. Agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and County in any resulting invention as established by 37 C.F.R. Part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 C.F.R. § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

(The following provision applies to all AIP-funded construction, equipment, or professional service agreements) [FAA Guidelines A20.3.1 and A20.3.2]

2.20 Seismic Safety.

a) **If this is a design contract**: In the performance of any design services, Contractor agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, Contractor agrees to furnish County a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

b) **If this is a construction contract**: Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

(The applicable following provisions apply to all AIP-funded contracts and subcontracts in excess of $10,000)

(For Constructions and Equipment Contracts) [FAA Guidelines A22.3.1]

2.21 Termination for Convenience. In addition to any other basis for termination stated in the contract, County may terminate this contract in whole or in part at any time by providing written notice to Contractor. Such action may be without cause and without prejudice to any other right or remedy of County. Upon receipt of a written notice of termination, except as explicitly directed by County, 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 County 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 County to protect and preserve property and work related to this contract that County will take possession.

Upon a termination in accordance with the foregoing, County 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 Contractor directly attributable to County's termination action.

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

(For Professional Services Contracts) [FAA Guidelines A22.3.1]

2.22 Termination for Convenience. In addition to any other basis for termination stated in the contract, County may, by written notice to Contractor, terminate this Agreement for its convenience and without cause or default on the part of Contractor. Upon receipt of the notice of termination, except as explicitly directed by County, Contractor must immediately discontinue all services affected. Upon termination of the Agreement, Contractor must deliver to County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete. County agrees to make just and equitable compensation to Contractor for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services. County further agrees to hold Contractor harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(For Equipment Contracts) [FAA Guidelines A22.3.2]

2.23 Termination for Cause. In addition to any other basis for termination stated in the contract, County may, by written notice of default to Contractor, terminate all or part of this Contract for cause if Contractor:

1. Fails to begin the work under the contract within the time specified in the Notice-to-Proceed;

2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;

3. Fails to make delivery of the equipment within the time specified in the Contract, including any County approved extensions;

4. Fails to comply with material provisions of the Contract;

5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or

6. Becomes insolvent or declares bankruptcy.

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

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

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

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

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

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

(For Professional Services Contracts) [FAA Guidelines A22.3.2]

2.24 Termination for Cause. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) Termination by County: County may terminate this Agreement for cause in whole or in part, for the failure of Contractor to:

1. Perform the services within the time specified in this contract or by County approved extension;

2. Make adequate progress so as to endanger satisfactory performance of the Project; or

3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, Contractor must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, Contractor must deliver to County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

County agrees to make just and equitable compensation to Contractor for satisfactory work completed up through the date Contractor receives the termination notice. Compensation will not include anticipated profit on non-performed services.

County further agrees to hold Contractor harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, County determines Contractor was not in default of the Agreement, the rights and obligations of the parties shall be the same as if County issued the termination for the convenience of County.

b) Termination by Contractor: Contractor may terminate this Agreement for cause in whole or in part, if County:

1. Defaults on its obligations under this Agreement;

2. Fails to make payment to Contractor in accordance with the terms of this Agreement;

3. Suspends the project for more than 180 days due to reasons beyond the control of Contractor.

Upon receipt of a notice of termination from Contractor, County agrees to cooperate with Contractor for the purpose of terminating the Agreement or portion thereof, by mutual consent. If County and Contractor cannot reach mutual agreement on the termination settlement, Contractor may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon County's breach of the contract.

In the event of termination due to County breach, Contractor is entitled to invoice County and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by Contractor through the effective date of termination action. County agrees to hold Contractor harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(The following provision applies to all AIP-funded contracts) [FAA Guidelines A23.3]

2.25 Trade Restriction Clauses to be Included in All Solicitations, Contracts, and Subcontracts. By submission of an offer, the Contractor certifies that with respect to this solicitation and any resultant contract, the Contractor:

i. 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);

ii. 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

iii. 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 Contractor must provide immediate written notice to the Owner if the 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 a contractor or subcontractor:

a. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR;

b. whose Subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

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

(The following provision applies to all AIP-funded contracts that involve labor) [FAA Guidelines A24.3]

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

(The following provision applies to all AIP-funded contracts) [FAA Guidelines A26.3]

2.27 Prohibition of Covered Unmanned Aircraft Systems ("UAS"). Contractor certifies that they are aware of and comply with relevant federal statutes and regulations, including those from the FAA, for operating UAS in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note). Contractor warrants that all UAS operations will be conducted in full compliance with all applicable FAA regulations, including but not limited to 14 C.F.R. Part 107, and any other applicable local, state, or Federal laws and regulations. County cannot use AIP grant funds to enter into, extend, or renew a contract related to covered UAS. This includes both procurement and operational contracts, as well as contracts with entities that operate such systems. Contractor shall ensure that no Subcontractor at any tier uses covered UAS, or entities that operate covered UAS, in the performance of this Agreement. Contractor shall include this provision, without material modification, in all subcontracts and lower-tier contracts funded in whole or in part with AIP grant funds.

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DISADVANTAGED BUSINESS ENTERPRISE

(The following provisions apply to contracts subject to the DBE Program)
[FAA Guidelines A11.3.3]

1. Project Funding: This Project will be funded in part by one or more grants from the federal/state funding agency stated in the solicitation and must comply with Title 49 of the Code of Federal Regulations (CFR) Part 26 pertaining to compliance with Disadvantaged Business Enterprise (DBE) requirements, the implementing rules of the U.S. Department of Transportation, and Broward County's Disadvantaged Business Enterprise Program Plan, as may be amended from time to time. Contractor agrees that in the event the United States government, or its departments or agencies, require changes or additions to this contract as a condition of the grant or as a result of a change in United States policy, Contractor shall consent to such changes or additions to this contract.

(*The following provision applies during the reevaluation period)*

2. Pursuant to the U.S. Department of Transportation's Interim Final Rule, published on October 3, 2025, and the ongoing statewide reevaluation of DBEs, this contract does not include a DBE goal. However, this contract remains subject to all applicable requirements of the DBE Program under 49 C.F.R. Part 26.

3. It is County's policy to ensure that DBEs, as defined in 49 C.F.R. Part 26, can compete fairly for opportunities to participate as Subcontractors and suppliers on all contracts awarded by County to ensure a level playing field. Contractor hereby agrees to take all necessary and reasonable steps, including compliance with the matters set forth in this section in accordance with 49 C.F.R. Part 26, as amended, to ensure that the DBE firms have a fair opportunity to compete for and perform contracts. ***(The following sentence applies if no DBE goal is established after completion of reevaluation period)*** **County has determined that participation by DBE firms can be obtained utilizing DBE-neutral means.**

4. Contract Assurances. The following clauses pertaining to compliance with 49 C.F.R. Part 26 shall become a part of the contract with Broward County upon award and shall be incorporated verbatim into the terms of solicitations, subcontracts, material supply contracts, and purchase orders pursuant to this contract. In the event the following clauses conflict with any other terms or provisions of the contract, the clauses set forth in this section shall control:

4.1 Nondiscrimination/Remedies. 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, including any amendments thereto, 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.

4.2 Prompt Payment (Construction). This section only applies if the contract is for construction services. Contractor must pay Subcontractors and suppliers for satisfactory performance of their contracts within ten (10) days after receipt of each payment from County for such subcontracted work or supplies. If Contractor withholds an amount as retainage from Subcontractors or suppliers, Contractor shall release such retainage and pay same within ten (10) days after receipt of payment of retained amounts from County. Failure to pay a Subcontractor or supplier in accordance with this subsection shall be a material breach of this contract, unless Contractor demonstrates to Contract Administrator's satisfaction that such failure to pay results from a bona fide dispute with the Subcontractor or supplier and, further, Contractor promptly pays the applicable amount(s) to the Subcontractor or supplier upon resolution of the dispute. Contractor shall include requirements substantially similar to those set forth in this subsection in its contracts with Subcontractors and suppliers. Where practicable, and upon request, County may make incremental acceptance of a portion of a prime contract and release applicable retainage, in that event, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed. For purposes of this provision, a Subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by County. This section applies to both DBE and non-DBE Subcontractors.

4.3 Prompt Payment (Non-Construction). This section only applies if the contract is not for construction services. Contractor must pay Subcontractors and suppliers for satisfactory performance of their contracts within fifteen (15) days after receipt of payment from County for such subcontracted work or supplies. If Contractor withholds an amount as retainage from Subcontractors or suppliers, Contractor shall release such retainage and pay same within fifteen (15) days after receipt of payment of retained amounts from County. Failure to pay a Subcontractor or supplier in accordance with this subsection shall be a material breach of this contract, unless Contractor demonstrates to the Contract Administrator's satisfaction that such failure to pay results from a bona fide dispute with the Subcontractor or supplier and, further, Contractor promptly pays the applicable amount(s) to the Subcontractor or supplier upon resolution of the dispute. Contractor shall include requirements substantially similar to those set forth in this subsection in its contracts with Subcontractors and suppliers. Where practicable, and upon request, County may make incremental acceptance of a portion of a prime contract and release applicable retainage, in that event, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed. For purposes of this provision, a Subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by County. This section applies to both DBE and non-DBE Subcontractors.

5. On-site reviews to monitor Contractor's progress in achieving and maintaining contractual DBE obligations will be carried out by the Contract Administrator in conjunction with the OESBD. Compliance monitoring will be conducted to determine if Contractor and its Subcontractors are complying with the requirements of the DBE Program. Failure of Contractor to comply with this provision may result in County imposing penalties or sanctions pursuant to the provisions of 49 C.F.R. Part 26 and the County's DBE Program Plan, as may be amended from time to time. Contract compliance will encompass monitoring for contract dollar achievement and DBE utilization. OESBD shall have the authority to audit and monitor all contracts and contract related documents pertaining to County projects. Contractor shall be responsible for ensuring proper documentation with regard to its utilization and payment of DBE Subcontractors. Contractor must make available upon the request of County copies of all DBE subcontracts. Subcontractors shall ensure that all subcontracts or agreements with DBEs to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with 49 C.F.R. Part 26.

6. Contractor shall submit monthly payment reports reflecting payments made to all Subcontractors through Broward County's Business Management System (BMS), available at https://broward.gob2g.com. Such reports shall be submitted by the tenth day of each month for the preceding month's payments. For assistance with accessing BMS, Contractor may contact OESBD at BMSCompliance@broward.org or (954) 357-6400.

(The following provisions apply if a DBE goal is established)

7. Contractor has committed to the percentage of DBE participation stated in Contractor's response to the solicitation, which commitment is incorporated herein by reference. For a firm to participate as a DBE under federal requirements, the firm must be certified as a DBE.

8. County shall review each proposed modification to this contract that, by itself or aggregated with previous modifications, increases the total contract price by ten percent (10%) or more of the initial Total Contract Price, for opportunities to include or increase participation of DBEs already involved in the contract. Contractor shall demonstrate that it makes good faith efforts to include DBE participation in work resulting from any such modification and shall report such efforts to the OESBD.

9. Termination and Substitution. Contractor shall not terminate a DBE or any portion of its work committed to that DBE under 49 C.F.R. 26.53(b)(2) (or an approved substitute DBE firm under 49 C.F.R. 26.53(g)) without prior written consent of the Director of OESBD (i.e., County's DBELO), unless County causes the termination or reduction. A termination includes any reduction or underrun in work listed for a DBE not caused by a material change to the contract by County. This requirement applies to instances that include, but are not limited to, when 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.

9.1 Contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed as set for in each Letter of Intent provided by

Contractor and approved by County (which are incorporated herein), unless Contractor obtains prior written consent from the Director of OESBD. Unless Contractor obtains such prior written consent, Contractor shall only be entitled to payment for work or material that is performed or supplied by the listed DBE.

9.2 The Director of OESBD may provide written consent for termination only if it agrees, for reasons stated in its concurrence document, that Contractor has good cause to terminate the listed DBE or any portion of its work, as set forth in 49 C.F.R. 26.53(f)(3).

9.3 Prior to submitting its request to terminate a DBE subcontractor or any portion of its work to the Director of OESBD, Contractor must provide written notice to the DBE subcontractor, with a copy to the Director of OESBD sent concurrently, of its intent to request to terminate and the reason for the proposed request.

9.4 Contractor's written notice must give the DBE five (5) days to respond, advising the Director of OESBD and Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract/or portion thereof and why the Director of OESBD should not approve Contractor's request. If required in a particular case as a matter of public necessity (e.g., safety), the Director of OESBD may provide a response period shorter than five (5) days.

9.5 When a DBE subcontractor or any portion of its work is terminated by Contractor as provided in 49 C.F.R. 26.53(f), or the firm fails to complete its work on the contract for any reason, including when work committed to a DBE is not countable or reduced due to overestimations made prior to award, Contractor must use good faith efforts to include additional DBE participation to the extent needed to meet the contract goal. The good faith efforts shall be documented by Contractor. If County requests documentation under this provision, Contractor shall submit such documentation within seven (7) days, which may be extended for an additional seven (7) days, if necessary, at the request of Contractor, and County shall provide a written determination to Contractor stating whether or not good faith efforts have been demonstrated.

(The following provision applies to Design-Build contracts)

10. Design/Build Firm shall utilize good faith efforts to comply with the Open-Ended Performance Plan ("OEPP") and schedule submitted as part of Design/Build Firm's solicitation response (including as modifications to same are approved by County). The OEPP, including County-approved modifications to same, is deemed incorporated as though fully set forth herein. Design/Build Firm must obtain prior written consent of OESBD to make revisions to the OEPP during the course of the project (e.g., replacing the type of work items the Design/Build Firm will solicit DBEs to perform; or adjusting the proposed schedule). OESBD will provide such written consent provided Design/Build Firm continues to use good faith efforts to meet the DBE goal and comply with the OEPP, as amended. Notwithstanding the foregoing, Design/Build Firm shall not terminate, add, or substitute a DBE or any portion of the work to be performed by a DBE in the OEPP without County's prior written consent in accordance with the termination and substitution requirements provided herein.

ATTACHMENT I - NONDISCRIMINATION AND OTHER FEDERAL REQUIREMENTS

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 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 C.F.R. Part 21 (Nondiscrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;

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

- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

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

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

- The Civil Rights Restoration Act of 1987 (P.L. 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 U.S.C. § 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 C.F.R. Parts 37 and 38;

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

Compliance with Nondiscrimination Requirements:

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

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, creed, sex, 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 C.F.R. Part 21 including amendments thereto.

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 Contractor'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 the 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 County 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.

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ATTACHMENT II – AIRPORT SECURITY REQUIREMENTS

(a) Airport Security Program and Aviation Regulations. Contractor must comply with all security and other applicable requirements of the Federal Aviation Regulations applicable to Contractor, including, but not limited to, all regulations of the United States Department of Transportation, the Federal Aviation Administration, and the Transportation Security Administration. Contractor shall comply with County's Airport Security Program and the Air Operations Area ("AOA") Vehicle Access Program, and any amendments thereto, and with such other rules and regulations as may be prescribed by County, including any regulations pertaining to emergency response training, and shall take such steps as may be necessary or directed by County to ensure that Contractor and any Subcontractor personnel, including, but not limited to, employees, invitees, and guests of Contractor and any Subcontractor (collectively, "Contractor Personnel") observe these requirements. If required by the Aviation Department, Contractor shall conduct background checks of Contractor Personnel in accordance with applicable federal regulations. If as a result of any act or omission of Contractor, any Subcontractor, or Contractor Personnel, County incurs any fine and/or penalty imposed by any governmental agency, including, but not limited to, the United States Department of Transportation, the Federal Aviation Administration, or the Transportation Security Administration, or any expense in enforcing any federal regulations, including, but not limited to, airport security regulations or the rules and regulations of County, and/or any expense in enforcing County's Airport Security Program, then Contractor shall pay and/or reimburse to County all such fines, penalties, costs, and expenses, including all costs of administrative proceedings, court costs, and attorneys' fees and all costs incurred by County in enforcing this provision. Contractor shall rectify any security deficiency or other deficiency as may be determined as such by County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency with jurisdiction. If Contractor fails to remedy any such deficiency, County may do so at the sole cost and expense of Contractor. County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

(b) Media Requirements and Access to Security Identification Display Areas. Contractor shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media or Public Area Business Purpose Media (collectively, "Media"), as applicable, to all Contractor Personnel. In addition, Contractor shall be responsible for the immediate reporting of all lost or stolen Media, the immediate return of the Media of Contractor Personnel transferred from the Airport or terminated from the employ of Contractor or any Subcontractor, and the immediate return of all Media issued to all Contractor Personnel upon expiration or termination of Contractor's agreement with County. Before any Media is issued to Contractor Personnel, Contractor must comply with the requirements of applicable federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and must require that such Contractor Personnel complete security training programs conducted by the Aviation Department. Contractor shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department has

the right to require Contractor to conduct background investigations and to furnish certain data on Contractor Personnel before the issuance of Media, which data may include the fingerprinting of applicants for such Media.

(c) Operation of Vehicles on the AOA. Contractor shall ensure that all Contractor Personnel operating a motor vehicle of any type or kind on the AOA are in full compliance with all laws, rules, and regulations regarding the operation of motor vehicles on the AOA, including but not limited to, Section 2-25 of the Code. All motor vehicles and equipment of Contractor or of any Subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.

(d) Consent to Search/Inspection. Contractor's vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. Contractor and any Subcontractor shall not allow any Contractor Personnel to enter the AOA unless and until such Contractor Personnel has executed a written consent-to-search/inspection form acceptable to the Aviation Department. The foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, Contractor Personnel who do not execute such consent-to-search/inspection form shall not be employed or retained by Contractor or by any Subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by Contractor or by any Subcontractor.

(e) Nondisclosure Agreement. If any Contractor Personnel are required by a contract with County to access or otherwise be in contact with Sensitive Security Information ("SSI"), as defined and construed under federal law, such Contractor Personnel will be required to execute an SSI Nondisclosure Agreement provided by the Aviation Department.

The provisions of this Attachment shall survive the expiration or any other termination of this Agreement.

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Required FAA Notices for Airport Solicitations

The following solicitation notices are included in accordance with the requirements of the Federal Aviation Administration's Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects ("FAA Guidelines").

1. NOTICES APPLICABLE TO ALL SOLICITATIONS REGARDLESS OF FUNDING SOURCE

Title VI Solicitation Notice [FAA Guidelines A5.3.1]:
The County, 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), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

Federal Fair Labor Standards Act [FAA Guidelines A15.3]:
All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 C.F.R. 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.

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

2. SOLICITATION NOTICES REGARDING DISADVANTAGED BUSINESS ENTERPRISE

2.A. If this solicitation has a DBE contract goal **[FAA Guidelines A11.3.1]:**
County's award of this contract is conditioned upon Vendor satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Vendor must submit the following information on the forms provided herein within five days after bid opening.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Vendor that attests their commitment to use the DBE firm(s) listed under (1) to meet County's project goal;
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Vendor cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by Vendor as described in appendix A to 49 CFR Part 26 including any

amendments thereto. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

[Note: the foregoing list of information required to be submitted as a matter of responsibility is in addition to the requirements of responsiveness and responsibility otherwise stated in the solicitation, including specifically the Bidders List Form which is a matter of responsiveness.]

For Design-Build projects: Only if indicated in the solicitation, proposers must meet the DBE goal by submitting a DBE Open-Ended DBE Performance Plan (OEPP) with the proposal. The OEPP replaces the requirement to provide the information required in paragraph (b) of 49 CFR § 26.53 that applies to design-bid-build contracts. To be considered responsive, the OEPP must include a commitment to meet the goal and provide details of the types of subcontracting work or services (with projected dollar amount) that the proposer will solicit DBEs to perform. The OEPP must include an estimated time frame in which actual DBE subcontracts would be executed. Once the design-build contract is awarded, the recipient must provide ongoing monitoring and oversight to evaluate whether the design-builder is using good faith efforts to comply with the OEPP and schedule. The recipient and the design-builder may agree to make written revisions of the OEPP throughout the life of the project, *e.g.,* replacing the type of work items the design-builder will solicit DBEs to perform and/or adjusting the proposed schedule, as long as the design-builder continues to use good faith efforts to meet the goal.

2.B. If this solicitation has no DBE contract goal **[FAA Guidelines A11.3.2]:**
The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract. It is the policy of County to practice nondiscrimination based on race, color, sex, or national origin in the award and performance of this contract. County encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

3. NOTICE APPLICABLE TO ALL CONTRACTS EXCEEDING $100,000

Lobbying and Influencing Federal Employees [FAA Guidelines 16.3]:
This solicitation incorporates by reference the applicable requirements of the Byrd Anti-Lobbying Amendment, 31 USC § 1352, 2 CFR Part 200, Appendix II(I), and 49 CFR Part 20, Appendix A, as amended.

4. NOTICE APPLICABLE TO CONTRACTS FOR EPA-DESIGNATED RECOVERED MATERIALS EXCEEDING $10,000

Procurement of Recovered Materials [FAA Guidelines A18.3]:
This solicitation incorporates by reference the applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the implementing regulations of 40 CFR Part 247, 2 CFR § 200.323, and 2 CFR Part 200 Appendix II(J).

5. NOTICES APPLICABLE TO AIP-FUNDED CONTRACTS THAT REQUIRE, OR COULD RESULT IN THE INSTALLATION OF, MATERIALS CONSISTING PRIMARILY OF IRON, STEEL, OR MANUFACTURED GOODS AND CONSTRUCTION MATERIALS

Buy American Preference [FAA Guidelines A3.3.1]:
By submitting a response to this solicitation:
Vendor certifies that its bid/offer is in compliance with 49 U.S.C. § 50101, Build American, Buy American (BABA) and other related Made in America Laws, 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.

Vendor 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. County may reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

Vendor certifies that all construction materials ("construction materials" means 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 United States.

Vendor certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

6. NOTICES APPLICABLE TO ALL AIP-FUNDED CONTRACTS

Davis-Bacon Requirements [FAA Guidelines A9.2]:
This solicitation incorporates by reference the applicable requirements of the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, 3146, and 3147, as amended.

Certification of Vendor Regarding Debarment [FAA Guidelines A10.3.1]:
By submitting a bid/proposal under this solicitation, Vendor certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification of Lower Tier Contractors Regarding Debarment [FAA Guidelines A10.3.2]:
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.

Foreign Trade Restriction Certification [FAA Guidelines A23.3]:
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.

Prohibition of Covered Unmanned Aircraft Systems (UAS) [FAA Guidelines A26.3]:
Vendor certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note). Vendor warrants that all UAS operations will be conducted in full compliance with all applicable FAA regulations, including but not limited to 14 C.F.R. Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered UAS. This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

Certification of Compliance with FAA Buy American Preference

As a matter of bid responsiveness, Vendor must complete, sign, date, and submit this certification statement with its proposal. Vendor must indicate how it intends to comply with 49 U.S.C. § 50101, BABA, and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. **Vendor must check only one box below.**

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

a) Only installing iron, 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, Vendor agrees:

a) To provide County or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) **For construction projects:** To certify that all construction materials used in the project are manufactured in the U.S.
e) **For equipment/building projects:** To furnish U.S. domestic product for any waiver request that the FAA rejects.

☐ Vendor hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 U.S.C. § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 U.S.C. § 50101(b). By selecting this certification statement, Vendor agrees, if awarded this solicitation:

a) To submit to County or FAA, within 15 calendar days after being selected for award of this solicitation, 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 may result in rejection of the proposal, rescission of the award, or termination by County for cause.

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 furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Waiver Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods, or construction materials or manufactured goods 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: a description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, and the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the item or facility/project. The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including:
    - Listing of all manufactured products 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).
    - Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
    - Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (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;
b) At minimum of two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting, as 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 U.S.C. § 47126, this Certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

Tax Delinquency and Felony Convictions

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

1) Vendor represents that **[check applicable box:]** 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) Vendor represents that **[check applicable box:]** it is ☐ is not ☐ a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Date	Signature
Company Name	Title

CRIMINAL HISTORY SCREENING PRACTICES CERTIFICATION

The completed form should be returned with the Vendor's submittal. If not provided with the submittal, Vendor must submit the form within three business days after County's request. Vendor may be deemed nonresponsive for failure to fully comply within the stated timeframe.

Section 26-125(d) of the Broward County Code of Ordinances ("Criminal History Screening Practices") requires that a Vendor seeking a contract in the amount of $100,000 or more with Broward County shall certify:

A. Vendor has implemented, or will implement upon award of the contract, policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check of any such person, that preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

B. This requirement shall apply only to positions located within the United States that will foreseeably perform work under a contract with Broward County.

C. The failure of Vendor to comply with Section 26-125(d) at any time during the contract term shall constitute a material breach of the contract, entitling Broward County to pursue any remedy permitted under the contract and any other remedy provided under applicable law.

D. If Vendor fails to comply with Section 26-125(d) at any time during the contract term, Broward County may, in addition to all other available remedies, terminate the contract and Vendor may be subject to debarment or suspension proceedings consistent with the procedures in Chapter 21 of the Broward County Administrative Code.

By signing below, Vendor certifies that it is aware of the requirements of Section 26-125(d) of the Broward County Code of Ordinances and certifies the following: (check only one box below).

☐ Vendor certifies that, for positions located within the United States that will foreseeably perform work under a contract with Broward County, it has implemented, or will implement upon award of the contract, policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check of any such person, that preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

☐ Vendor is exempt from the requirements of Section 26-125(d) of the Broward County Code of Ordinances because Vendor is required by applicable federal, state, or local law to conduct a criminal history background check in connection with potential employment at a time or in a manner that would otherwise be prohibited by this section, or because Vendor is a governmental agency.

Vendor Name: Click or tap here to enter text.

Signature: _____

Printed Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

Form Date 9/9/24

SECURITY REQUIREMENTS

A. General Security Requirements:

1. All contractor personnel requiring unescorted access to Broward County facilities must obtain a County-issued contractor identification badge ("contractor ID badge"), unless otherwise specifically stated herein. The requirements for contractor personnel in this document are also required of subcontractor personnel, unless otherwise expressly stated herein.

2. The background screening requirements for obtaining a contractor ID badge will depend on the facility to which unescorted access is being requested. Contractors may contact Broward County Security at (954) 357-6000 or FMSecurity@broward.org for the required background screening requirements associated with access to specific facilities.

3. Contractor ID badges must be visible and worn at all times together with the contractor's company/business ID or badge. Requests for contractor ID badges are initially approved by the requesting agency director or designee and then submitted to Facilities Management Division (FMD) Security for final approval.

4. The issuance of a contractor ID badge for unescorted access to General Facilities requires a Level 1 FDLE background check, which can be conducted by the Florida Department of Law Enforcement (FDLE). This Level 1 FDLE background check is the contractor's responsibility and should be included in the bid price. FDLE background checks can be done by the contractor by phone at (850) 410-8109 or online at https://web.fdle.state.fl.us/search/app/default

5. Upon completion of the background check, the contractor must attach a copy of the results to the contractor's application for a contractor ID badge. The Project Manager or designee utilizing the service of the contractor will be the "Sponsor" and will either provide the contractor with a Contractor ID Badge Request Form or assist the contractor in completing an online application for the County issued contractor ID badge.

6. Requests for a contractor ID badge requiring an FDLE background check may require lengthy processing and review by the Broward Sheriff's Office (BSO). Contractors must therefore submit the request to Broward County Security at least two (2) weeks prior to the start of service by the contractor. When contractor ID badges are ready, Broward County Security will contact the contractor to arrange pick up. Upon pick up, the applicant must present a valid Florida identification and must be accompanied by their supervisor. Broward County Security will then supply a contractor ID badge valid for the anticipated period within which the work will be performed. The validity period must be clearly stated on the Contractor ID Badge Request Form; however, the period of validity will not exceed one (1) year. Background checks will be required for renewal of contractor ID badges. At the termination of the contract and separation of employee services, the contractor is responsible for the collection and return of all contractor ID badges to the Project Manager and/or to Broward County Security.

7. Compliance with the County's security requirements is part of the overall contract performance evaluation. Final payment will, in part, be contingent on the return of all contractor ID badges issued to contractor personnel.

8. Broward County Security is located at Governmental Center East, 115 South Andrews Avenue, Fort Lauderdale, FL 33301. Telephone (954) 357-6000.

9. All contractor personnel must wear distinctive and neat appearing uniforms with the contractor's company name. Subcontractor personnel must also have Broward County issued contractor IDs and meet the same security requirements and uniform standards as the primary contractor.

10. Contractor personnel will not be allowed unescorted on the job site without a valid contractor ID badge.

11. These General Security Requirements are in addition to any requirements of specific facilities as stated herein. Additional security requirements may also be included in the applicable solicitation or contract or communicated by the Contract Administrator during the contract period.

B. Facilities Critical to Security and Public Safety:

Many Broward County government facilities have areas designated as critical to security and public safety, pursuant to Broward County Code of Ordinances Sections 26-121 and 26-122, as may be amended. The issuance of a contractor ID badge for unescorted access to facilities critical to security and public safety may entail a comprehensive statewide and national background check. Unescorted access to certain facilities occupied by the Broward Sheriff's Office (BSO) or the State Attorney's Office will require a national fingerprint-based records check per the Criminal Justice Information System (CJIS) policy.

Any contractor personnel found to have a criminal record consisting of felony conviction(s) shall be disqualified from access to the State Attorney's Offices and certain BSO facilities. Any contractor personnel with a record of misdemeanor offense(s) may be granted access if the System Security Officer (CSO), Terminal Access Coordinator (TAC), and FDLE determines that the nature of the offense(s) do not warrant disqualification. Applicants shall also be disqualified on the basis of confirmations that arrest warrants are outstanding for such applicants.

C. Contractor Work Crews:

Background investigations are generally not required for each member of a contractor work crew working on County premises outside a building or structure. Examples are landscape crews and roofers. If it is necessary to enter the building or structure unescorted, these work crew members must obtain a contractor ID badge. If not, work crew members must be escorted at all times by the project manager or other designated escort, and must be under the direct supervision of a foreperson for the contractor. The foreperson must have a contractor ID badge granting access to the applicable building or structure, be aware of the crew members' whereabouts, have completed the appropriate background check for the location and type of work being undertaken, and been issued and is displaying a contractor ID badge.

All members of a night cleaning crew, and all work crew members who will not be escorted when working at a critical County facility, must complete a background investigation appropriate to the requirements of the facility.

D. Other Vendors:

Other vendors, such as delivery personnel and vending machine operators, without a contractor ID badge may obtain a visitor pass for limited, escorted access. Such persons must be escorted by County personnel when accessing and working in designated non-public and employee work areas at both general facilities and facilities critical to security and public safety.

E. Port Everglades Locations:

1. The Port Everglades Department requires persons to present, at port entry, a valid driver license, and valid reason for wishing to be granted Port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than 15 times in a 90-day period, a permanent identification badge must be obtained and paid for by the contractor for all employees, subcontractors, and agents visiting or working

on the Port project. A restricted access badge application process will include fingerprints and a comprehensive background check. Badges must be renewed annually and the fees paid pursuant to Broward County Administrative Code, Section 42.6. For further information, please call 954-765-4225.

2. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is $100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port-issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.

3. The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-855-347-8371, or go online to https://www.tsa.gov/for-industry/twic.

F. Airport Security Program and Aviation Regulations:

1. Contractors must comply with all security and other applicable requirements of the Federal Aviation Regulations applicable to contractor, including, but not limited to, all regulations of the United States Department of Transportation, the Federal Aviation Administration, and the Transportation Security Administration. Contractor shall comply with County's Airport Security Program and the Air Operations Area ("AOA") Vehicle Access Program, and any amendments thereto, and with such other rules and regulations as may be prescribed by the County, including any regulations pertaining to emergency response training, and shall take such steps as may be necessary or directed by County to ensure that contractor and subcontractor personnel, including, but not limited to, employees, invitees, and guests of contractor and subcontractor (collectively, "Contractor Personnel") observe these requirements. If required by the Aviation Department, contractors shall conduct background checks of Contractor Personnel in accordance with applicable federal regulations. If as a result of any act or omission of contractor, subcontractor, or Contractor Personnel, the County incurs any fine and/or penalty imposed by any governmental agency, including, but not limited to, the United States Department of Transportation, the Federal Aviation Administration, or the Transportation Security Administration, or any expense in enforcing any federal regulations, including, but not limited to, airport security regulations or the rules and regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then contractor shall pay and/or reimburse to the County all such fines, penalties, costs, and expenses, including all costs of administrative proceedings, court costs, and attorneys' fees and all costs incurred by the County in enforcing this provision. Contractors shall rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency with jurisdiction. If a contractor fails to remedy any such deficiency, the County may do so at the sole cost and expense of contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

2. Access to Security Identification Display Areas and Identification Media. Contractors shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media to all Contractor Personnel including those who are authorized access to Security Identification Display Areas ("SIDA") on

the Airport, as designated in the Airport Security Program. In addition, contractors shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media, the immediate return of the media of Contractor Personnel transferred from the Airport or terminated from the employ of contractor or subcontractor, and the immediate return of all Airport Issued Identification Media issued to all Contractor Personnel upon expiration or termination of contractor's agreement with County. Before an Airport Issued Identification Media is issued to Contractor Personnel, contractors must comply with the requirements of applicable federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and must require that each Contractor Personnel complete security training programs conducted by the Aviation Department. Contractors shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Airport Issued Identification Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department has the right to require contractors to conduct background investigations and to furnish certain data on such Contractor Personnel before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of applicants for such media.

3. Operation of Vehicles on the AOA. Unless escorted by an Aviation Department approved escort, before a contractor permits any Contractor Personnel to operate a motor vehicle of any kind or type on the AOA, the contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of the contractor or of any subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.

4. Consent to Search/Inspection. Contractor vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. Contractors and subcontractors shall not allow any Contractor Personnel to enter the AOA unless and until such Contractor Personnel has executed a written consent-to-search/inspection form acceptable to the Aviation Department. The foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, Contractor Personnel who do not execute such consent-to-search/inspection form shall not be employed or retained by contractors or by any subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by any contractor or subcontractor.

5. Nondisclosure Agreement. If any Contractor Personnel are required by a contract with the County to access or otherwise be in contact with Sensitive Security Information ("SSI"), as defined and construed under federal law, such Contractor Personnel will be required to execute a SSI Nondisclosure Agreement provided by the Aviation Department.

G. Water and Wastewater Services (WWS) Security Requirements:

1. Contractors may receive a WWS ID Badge and/or Access Card and/or Keys while working at WWS facility work sites. These items provide modified access to certain areas and systems otherwise restricted to non-WWS employees and can only be obtained from the WWS Security Manager. These items may be rescinded at the discretion of the WWS Security Officer. The WWS ID Badge, Access Card and/or Keys remain the property of Broward County and must be returned to your WWS contact person at the end of the contract/project.

2. To obtain a WWS ID Badge and/or Access Card and/or Keys, contractor personnel must complete and sign the WWS Contractor/Consultant Security Memorandum and provide a copy of their Driver's License to be recorded on Schlage Card Access System Profile.

3. A lost or stolen WWS ID Badge and/or Access Card and/or Keys must be reported to the WWS Security Manager immediately.

4. WWS may terminate access to any contractor personnel who acts inappropriately while on County property. WWS may also contact law enforcement if necessary, to have the contractor personnel removed and/or file charges against them.

H. Parks and Recreation Security Requirements:

1. The awarded contractor ("Contractor") must provide ongoing disclosure throughout the term of its contract with Broward County relative to the criminal background screening required by this Section H.

2. Contractor shall perform criminal background screening as identified in Section H(3) below on contractor personnel who will perform work under its contract in any County park ("collectively referred to as "County Park Property"). Notwithstanding the above, the requirements of this Section H do not apply to independent contractors or subcontractors whose only activities on County Park Property are to make deliveries of goods for the goods or services described in this Contract.

3. Contractor shall not permit any contractor personnel work on County Park Property who: (i) is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website or the United States Department of Justice, National Sex Offender Public Website; or (ii) who has been convicted of or is pending adjudication of any of the following charges: sexual misconduct; adult abuse, neglect, or exploitation of aged persons or disabled adults or failure to report such abuse; criminal offenses that constitute domestic violence, whether committed in Florida or another jurisdiction; murder; manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child; vehicular homicide; killing an unborn child by injury to the mother; assault, battery, and culpable negligence, if the offense was a felony; assault of a minor; battery of a minor; kidnapping; false imprisonment; luring or enticing a child; taking, enticing, or removing a child beyond state limits with criminal intent pending a custody proceeding; carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to a designated person; exhibiting firearms or weapons within 1,000 feet of a school; possessing an electric weapon or device, destructive device, or other weapon on school property; sexual battery; prohibited acts of persons in familial or custodial authority; unlawful sexual activity with a minor; prostitution; lewd and lascivious behavior; lewdness or indecent exposure; arson; burglary; felony voyeurism; felony theft or robbery; felony fraudulent sale of controlled substances; abuse, aggravated abuse, or neglect of an elderly person or disabled adult; lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult; felony exploitation of disabled adults or elderly persons; incest; child abuse, aggravated child abuse, or neglect of a child; contributing to the delinquency or dependency of a child; negligent treatment of children; sexual performance by a child; resisting arrest with violence; depriving a law enforcement, correctional, or correctional probation officer's means of protection or communication; aiding in an escape; aiding in the escape of juvenile inmates in a correctional institution; any offense related to obscene literature; encouraging or recruiting another to join a criminal gang; felony sale, manufacturing, delivery, or possession with intent to sell, manufacture, or deliver, of a controlled substance to a minor; inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm; harboring, concealing, or aiding an escaped prisoner; introduction of contraband into a correctional facility; sexual misconduct in juvenile justice programs; contraband introduced into detention facilities; a crime under Section 944.35, Florida Statutes; or any attempt, solicitation, or conspiracy to commit any of the crimes included in this section. Each of the foregoing crimes are referred to as a "disqualifying offense."

4. Contractor shall maintain copies of the results of all criminal background screening required by this Section H for the term of its contract with Broward County and shall promptly forward copies of same to the County upon request.

5. Contractor shall be required to furnish to County's Parks and Recreation Project Manager ("Project Manager"), on a monthly basis, a Declaration of Criminal Background Screening in the form provided by the Project Manager, listing the information required therein and affirming the persons listed therein have been background screened as required in Item H(3), above, and have been deemed eligible by Contractor to work on County Park Property. Contractor's first monthly declaration must be provided to the Project Manager before Contractor or any of its subcontractors begin working on County Park Property, and shall include all individuals working on County Park Property and the screening results. After the first monthly declaration, Contractor must submit the monthly declaration on or before the fifth (5^{th}) day of each calendar month for the remainder of the Contract's term. Except for the annual rescreening referenced below, the monthly declaration need only identify persons newly working on County Park Property or no longer working on County Park Property since the previous monthly declaration. The Project Manager may, in their discretion, permit Contractor to furnish the monthly declaration in an electronic format. Contractor personnel subject to the criminal background screening under this attachment shall be rescreened annually based on the date of each person's initial screening and the results of same included in the applicable monthly declaration.

6. If Contractor obtains, or is provided, supplemental criminal background information, including police reports and arrest information, showing that a contractor personnel previously deemed eligible by Contractor to work on County Park Property has been arrested on or convicted of a disqualifying offense, Contractor shall take immediate action to review the matter; however, during such review time and until a determination of eligibility is made by Contractor based on the requirements of this Section I, Contractor shall immediately cease allowing such personnel to work on County Park Property. Additionally, Contractor shall require any person background screened pursuant to this Section H to notify Contractor within twenty-four (24) hours of any arrest related to a disqualifying offense that has occurred after the person was deemed eligible to work on County Park Property.

7. Contractor shall, by written contract, require its subcontractors who work on County Park Property to be subject to the requirements and obligations of this Section H.

8. The County Administrator may terminate this contract immediately for cause, and without an opportunity to cure, by written notice provided to Contractor, for any violation related to Contractor's failure to comply with this Section H. Contractor will not be subject to immediate termination if the County Administrator determines, in their sole discretion, that a violation of this Section H was outside the reasonable control of Contractor, and Contractor has demonstrated to the County Administrator subsequent compliance with the requirements of this Section H.

Last updated: 9/9/24

BID BONDS, PERFORMANCE AND PAYMENT BONDS, AND SURETY QUALIFICATION REQUIREMENTS

A. **Bid Bonds or Alternate Bid Security**:

1. A Vendor must submit with its response a bid bond in the form of the County's approved bid bond form, including all substantive terms set forth therein, which shall be executed by a surety company meeting the **Surety Qualifications Requirements** stated below. Failure to submit a bid bond by the solicitation's closing date and time and in accordance with the solicitation's instructions will deem the Vendor nonresponsive.

   Unless an different bid form is included in the solicitation, the applicable County-approved **Bid Bond Form** is located at: https://www.broward.org/Purchasing/Pages/StandardTerms.aspx under the section "Standard Guaranty and Bond Forms."

2. **Alternate Bid Security**: In lieu of a bid bond, the Vendor may furnish alternate forms of security in the form of money order, certified check, cashier's check, or unconditional letter of credit (**Bid Security - Unconditional Letter of Credit)** drawn from any national or state bank (United States). Such alternate forms of security shall be subject to the approval of the Director of Purchasing. A personal check or a company check of a Vendor is not a valid bid security.

3. The bid bond or alternate bid security shall be in an amount equal to five percent (5%) of the total price offered by the Vendor, payable to Broward County, and conditioned upon the successful Vendor providing the required performance and payment bonds (or approved alternate security), evidence of insurance, and any other requirements expressly set forth within the solicitation as required upon or before award, within 10 calendar days after notification of award of the contract.

4. The bid bond or alternate bid security of the successful Vendor shall be forfeited to the County, not as a penalty but as liquidated damages for the cost and expense incurred by the County, if said Vendor fails to timely provide the required performance and payment bonds (or approved alternate security) and evidence of insurance, or fails to comply with any other requirements expressly set forth in the solicitation as required upon or before award of the contract. Upon request, bid securities of unsuccessful Vendors will be returned after award of contract or expiration of bid validity.

5. Vendors must either:
   a. Obtain an electronically issued bid bond using Surety2000 and attach a .pdf copy of the Surety2000-issued electronic bid bond to Vendor's solicitation response through the County's electronic bidding system; or
   b. Submit an original bid bond or original alternate bid security to the Purchasing Division, by the solicitation's closing date and time.

   Failure to submit a bid bond or alternate bid security by the solicitation's closing date and time, and in accordance with the instructions herein, will render the Vendor nonresponsive to the solicitation.

6. Instructions:
   a. To obtain an electronically issued bid bond, the Vendor must use **Surety2000**. Vendors, bonding agents, and surety companies must register with Surety2000 to use the service; contact **Surety2000** to find out information regarding their service (www.surety2000.com or 800-660-3263).

      i. The Vendor must provide their bonding agent with the following:
      Obligee Name: Broward County
      Obligee Address: 115 S. Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301

      ii. The Vendor's submittal must include a copy of the electronically issued Surety2000 bid bond as a pdf attachment in the electronic bidding system.

      iii. Vendors must allow enough time to secure a bid bond and submit a copy to their submittal in case there are any errors or issues. Contact Surety2000 for additional assistance.

iv. The County will verify, thru Surety2000, that an electronically issued Surety2000 bid bond is valid.

v. An original bid bond will not be required when a copy of an electronically issued Surety2000 bid bond is submitted through the electronic bidding system.

b. To submit an original bid bond or original alternate bid security to the Purchasing Division, the Vendor must submit the original bid bond or original alternate bid security in a sealed envelope, with the solicitation number, solicitation title, date and time of bid opening, and Vendor's address listed on the envelope. A copy of the bid bond or alternate bid security should also be uploaded into the County's electronic bidding system. The uploaded copy of the bid bond or alternate bid security is in addition to, and does not replace, the original bid bond or original alternate bid security submission requirement. Vendors must submit the required documents, by the solicitation's closing date and time, to:

Broward County Purchasing Division
115 South Andrews Avenue, Room 212
Fort Lauderdale, FL 33301

B. **Performance and Payment Bonds**:

1. Within 10 calendar days after notice by the County of the recommended contract award, the successful Vendor must furnish a completed Performance Bond and a completed Payment Bond containing all the provisions of the Performance Bond Form and Payment Bond Form.

2. For **fixed contracts**, the bonds must be in the amount of one hundred percent (100%) of the total contract amount; if the total contract amount changes, the Vendor must ensure that at all times the amount of the bonds is no less than one hundred percent (100%) of the total contract amount inclusive of any change orders, amendments, or other changes.

   For **open-end contracts**, the bonds must be in the amount of **N/A**% (if none stated, then 50%) of the total expected contract amount for the then-current annual contract term as stated in the solicitation (if not stated in the solicitation, then as stated in writing by the County in connection with notice of award or renewal); and the Vendor must ensure that at all times the amount of the bonds is no less than the total of (a) all open work orders, and (b) the total value of work performed within the immediately preceding one-year period. Within 10 calendar days after any event or occurrence that increases the required bond amount, the Vendor must furnish an additional bond or rider in compliance with the requirements of this section to meet the increased bond requirements.

3. The bonds must guarantee to the County the completion and performance of the work covered in such contract as well as full payment of all suppliers, laborers, and subcontractors employed pursuant to the project. Each bond must be with a surety company that is qualified pursuant to the **Surety Qualifications Requirements** stated below.

4. For construction contracts only: Pursuant to the requirements of Section 255.05(1), Florida Statutes, the successful Vendor must ensure that the performance and payment bonds are promptly recorded in the Official Records of Broward County and must provide the County with evidence of such recording.

5. In lieu of the required performance and payment bonds, the successful Vendor may furnish an alternate form of security, which may be in the form of money order, certified check, cashier's check, or an original **Unconditional Letter of Credit** on the County's form. Such alternate forms of security shall be subject to the approval of the Director of Purchasing, shall be for the same purpose as the bonds and subject to the same conditions as those stated above, and shall be held by the County for one year after final completion and acceptance of the work.

6. The successful Vendor is required at all times to have valid performance and payment bonds (or approved alternate security) in force covering the work being performed. The successful Vendor must keep such performance and payment bonds (or approved alternate security) in effect for the duration of the contract, and until one year after final completion and acceptance of the work at issue. If the contract is extended or renewed, it shall be subject to the same bonding (or approved alternate security) requirements.

C. **Surety Qualification Requirements:**

1. For all Bid Bonds, Performance Bonds, and Payment Bonds over $500,000:

   a. Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida, and having been in business with a record of successful continuous operation for at least the past five years.

   b. The surety company shall hold a current Certificate of Authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, current revision. If the amount of the bond exceeds the underwriting limitation set forth in the circular, the net retention of the surety company must not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised (31 CFR Sections 223.10 and 223.11). Further, the surety company must provide the County with evidence satisfactory to the County that such excess risk has been protected in an acceptable manner.

   A surety company that is rejected by the County may be substituted by the Vendor with a surety company acceptable to the County, but only if the bid or contract amount does not increase.

   c. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications according to the latest edition of Best's Insurance Guide, published by AM Best Company, Oldwick, New Jersey:

Amount of Bond	Minimum Policy Holder's Ratings Strength/Financial Size
$500,001 to $1,500,000	A / III
$1,500,001 to $2,500,000	A / VI
$2,500,001 to $5,000,000	A / VII
$5,000,001 to $10,000,000	A / VIII
Over $10,000,000	A / IX

2. For projects that do not exceed $500,000:

   a. The County shall accept bid bonds, performance bonds, and payment bonds from a surety company that has at least twice the minimum surplus and capital required by the Florida Office of Insurance Regulation at the time the solicitation is issued, provided that the surety company is otherwise in compliance with the provisions of the Florida Insurance Code and the surety company holds a currently valid Certificate of Authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code.

   b. A completed Certificate and Affidavit for Bonds $500,000 or Less (Form 007500-4, available at https://www.broward.org/Purchasing/Pages/StandardTerms.aspx) must also be submitted with the applicable bid bond, performance bond, or payment bond.

3. If the surety company fails to meet the minimum standards, a bond from a surety that meets the minimum standards must be timely provided to satisfy the bonding requirements.

INSURANCE REQUIREMENTS
QUOTATION REQUEST AND INVITATION TO BID

(Refer to the Minimum Insurance Requirements Form)

A. The insurance requirements designated in the Minimum Insurance Requirements Form indicate the minimum coverage required for the scope of work, as determined by the County's Risk Management Division. The Vendor must provide verification of compliance such as a Certificate of Insurance, or a letter of verification from the Vendor's insurance agent/broker that states the ability of the Vendor to meet the requirements upon award/recommendation of award.

B. If not provided with the solicitation response, the Vendor must submit within three business days after the County's written request. Failure to submit within the stated timeframe shall determine the Vendor to be nonresponsive to the Insurance Requirements. Final award shall be subject to receipt and acceptance by the County of proof of meeting all solicitation insurance requirements. A party may be debarred for failure of a vendor awarded a contract to provide the required insurance within ten (10) days after demand therefor by the Purchasing Division.

C. Without limiting any of the other obligations or liabilities of the Vendor, the Vendor must provide, pay for, and maintain on a primary basis in force until all of its work to be performed under this Contract has been completed and accepted by County (or for such duration specified), at least the minimum insurance coverage and limits set forth in the Insurance Requirements Form under the conditions listed below. If a limit or policy is not indicated on the Insurance Requirements Form by a checked box, it is not required as a condition of this contract. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.

1. Commercial General Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage, and when indicated a minimum limit per aggregate. County must be expressly named as an Additional Insured in the name of Broward County for claims arising out of operations performed for the County, by or on behalf of the Vendor, or acts or omissions of the Vendor in connection with general supervision of such operation. If the Vendor uses a subcontractor, then the Vendor shall require that subcontractor to name Broward County as an Additional Insured.

2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos must be listed on Vendor's certificate of insurance.

Note: Insurance requirements for Automobile Liability are not applicable where delivery will be made by a third-party carrier. All vendors that will be making deliveries in their own vehicles are required to provide proof of insurance for Automobile Liability and other pertinent coverages as indicated on the Insurance Requirements Form, prior to award. If deliveries are being made by a third-party carrier, other pertinent coverages listed on the Insurance Requirements Form are still required.

Indicate how product is being delivered:

Company Vehicle: ☐ Yes ☐ No

If Common Carrier, indicate carrier: Click or tap here to enter text.

Other: Click or tap here to enter text.

Vendor Name: Click or tap here to enter text.

3. Workers' Compensation insurance for all employees in compliance with Chapter 440, Florida Statutes, and all applicable federal law. The policy must include Employers' Liability with minimum limits for each accident. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

4. Excess Liability/Umbrella Insurance may be used to satisfy the minimum liability limits required; however, the annual aggregate limit shall not be less than the highest "each occurrence" limit for the underlying liability policy. The Vendor must endorse the County as an Additional Insured unless the policy provides coverage on a pure/true “Follow-form” basis.

5. Builder’s Risk or equivalent coverage (such as Property Insurance or Installation Floater) is required as a condition precedent to the issuance of the Second Notice to Proceed for projects involving but not limited to: changes to a building’s structural elements, work conducted to the exterior of the building for any extended period of time, installation of a large single component, or remodeling where the cost of remodeling is 20% or more of the value of the property. Coverage must be “All Risks” Completed Value form with a deductible not to exceed ten thousand dollars ($10,000) each claim for all perils except for wind and flood.

6. For the peril of wind, the Vendor must maintain a deductible that is commercially feasible and that does not exceed five percent (5%) of the value of the Contract price. Such Policy must name Broward County as an additional loss payee.

7. For the peril of flood, coverage must be afforded for the lesser of the total insurable value of such buildings or structures, and the maximum amount of flood insurance coverage available under the National Flood Program. The Vendor must maintain a deductible that is commercially feasible and that does not exceed five percent (5%) of the value of the Contract price. Such Policy must name Broward County as an additional loss payee.

8. The County reserves the right to provide Property Insurance covering the Project, materials, equipment, and supplies intended for specific installation in the Project while such materials, equipment, and supplies are located at the Project site, in transit, or while temporarily located away from the Project site. This coverage will not cover any of the Vendor’s or subcontractors’ tools, equipment, machinery, or supplies, or provide any business interruption or time element coverage to the Vendor(s).

9. If the County decides to purchase Property Insurance or provide for coverage under its existing insurance policy for this Project, then the insurance required to be carried by the Vendor may be modified to account for the insurance being provided by the County. Such modification may also include execution of Waiver of Subrogation documentation.

10. If a claim occurs for this Project and is made upon the County’s insurance policy, other than for a windstorm, the Vendor will pay at least ten thousand dollars ($10,000) of the deductible amount for such claim.

11. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building (s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance by County.

12. Pollution Liability or Environmental Impairment Liability: including clean-up costs, with minimum limits per claim, subject to a maximum deductible per claim. Such policy must remain in force for the minimum length of time indicated, include an annual policy aggregate, and name Broward County as an Additional Insured. The Vendor shall be responsible for all deductibles in the event of a claim.

13. Professional Liability Insurance with minimum limits for each claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated. The Vendor shall notify County in writing within thirty (30) days after any claim is filed or made against its Professional Liability Insurance policy. The Vendor shall be responsible for all deductibles in the event of a claim. The deductible shall be indicated on the Vendor's Certificate of Insurance.

D. Coverage must be afforded on a form no more restrictive than the latest edition of the respective policy form as filed by the Insurance Services Office. If the initial insurance expires prior to the completion and acceptance of the work, renewal certificates shall be furnished upon expiration. County reserves the right to obtain a certified copy of any insurance policy required of the Vendor within fifteen (15) calendar days after a written request by County.

E. Unless prohibited by the applicable policy, Vendor waives any right to subrogation that any of Vendor's insurer may acquire against County and agrees to obtain same in an endorsement of Vendor's insurance policies.

F. Notice of Cancellation and/or Restriction: the policy(ies) must be endorsed to provide Broward County with at least thirty (30) days' notice of cancellation and/or restriction, and at least ten (10) days' notice of any cancellation due to nonpayment.

G. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documents required to comply with this contract (certificates and endorsements being provided to the County for review and approval).

H. Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and/or any amendments, not limited to deductibles, limits, coverages and endorsements based on: insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.

Form Date 9/9/24

SUMMARY OF VENDOR RIGHTS FOR BROWARD COUNTY COMPETITIVE SOLICITATIONS

The purpose of this document is to provide vendors with a summary of their rights to object to or protest a proposed award or recommended ranking of vendors in connection with Broward County competitive solicitations. These rights are fully set forth in the Broward County Procurement Code.

1. **Right to Object**
   For Requests for Proposals (RFP), Requests for Qualifications (RFQ), or Requests for Letters of Interest (RLI), vendors may object in writing to a proposed recommendation of ranking made by an Evaluation Committee. Objections must be filed within three business days after the proposed recommendation of ranking (if applicable) is posted on the Purchasing Division's website. The written objection must comply with the requirements stated in Section 21.42(h) of the Broward County Procurement Code. Failure to timely and fully meet any requirement will result in the loss of a right to object.

2. **Right to Protest**
   For Invitations to Bid (ITBs), RFPs, RFQs, and RLIs, vendors may protest the specifications or requirements of a solicitation (or of any addenda). Protests must be received in writing by the Director of Purchasing within five business days after the applicable solicitation (or addenda) is posted on the Purchasing Division's website.

   For ITBs, vendors may protest a recommendation for award made by the Broward County Purchasing Division. For RFPs, RFQs, and RLIs, vendors may protest a final recommendation of ranking made by an Evaluation Committee. In all cases, protests must be filed in writing within five business days after a recommended ranking or recommendation for award is posted on the Purchasing Division's website.

   Any protest must comply with requirements stated in Part X of the Broward County Procurement Code, including a filing fee (if applicable). Failure to timely and fully meet any requirement will result in a loss of protest rights.

   Vendors may appeal the denial of a protest. Section 21.81 of the Broward County Procurement Code identifies all other matters that may be appealed. Appeals may require payment of an appeal bond. Appeals must comply with requirements stated in Part XII of the Broward County Procurement Code. Failure to timely and fully meet any requirement will result in a loss of appeal rights.

Cone of Silence:
The County's Cone of Silence Ordinance prohibits all communications, oral or written, relating to a competitive solicitation among vendors/vendor representatives, County Staff, and Commissioner Offices while the cone is in effect. Communications with Purchasing Division employees, the solicitation's designated Project Manager(s) or designee(s), the Office of Economic and Small Business (OESBD) Small Business Development Specialist Supervisor (954-357-6400), and others as specifically identified in the Cone of Silence Ordinance are permitted. Additionally, communication is permitted at pre-bid conferences and negotiation meetings, as applicable.

The Cone of Silence begins upon the advertisement of an ITB, RFP, RFQ, or RLI. The Cone of Silence terminates when the solicitation is awarded, all responses are rejected, or the Broward County Board of County Commissioners takes other action which ends the solicitation, as stated in more detail in the Cone of Silence Ordinance.

Any violations of the Code of Silence Ordinance by any vendor or vendor representative may be reported to the County's Professional Standards/Human Rights Section. If the County's Professional Standards/Human Rights Section determines that a violation has occurred, a fine shall be imposed as provided in the Broward County Code of Ordinances. At the sole discretion of the Broward County Board of County Commissioners, a violation may void an award of the applicable competitive solicitation.

Review the Cone of Silence Ordinance, Section 1-266 of the Broward County Code of Ordinances, for more detailed information.

Form Date 9/9/24

PURCHASING DIVISION
broward.org/Purchasing
BPRO Electronic Procurement System

Addendum No.: **1**
Solicitation No.: **TRN2131996Q1**
Solicitation Title: **Rosenbauer Panther 6x6 Aircraft Rescue and Firefighting Vehicle with HRET**

Attention Vendors:
Note the following changes and clarifications. Any words in ~~strikethrough~~ type are deletions from existing text. Words in **bold underlined** type are additions to existing text.

1. The solicitation's closing date has been revised to June 18, 2026 by 2:00 p.m.

All other terms, conditions and specifications remain unchanged for this solicitation.

Finance and Administrative Services Department
PURCHASING DIVISION
115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6066 • FAX 954-357-8535

MEMORANDUM

DATE: August 18, 2026

TO: Monica Cepero
County Administrator

THRU: Robert Gleason, Director of Purchasing
Purchasing Division

Constance Mangan, Asst. Director, on behalf of
Digitally signed by Constance Mangan, Asst. Director, on behalf of
Date: 2026.08.18 15:01:48 -04'00'

THRU: Sonia Lovett, Senior Purchasing Manager
Purchasing Division

SONIA M. LOVETT
Digitally signed by SONIA M. LOVETT
Date: 2026.08.18 14:31:46 -04'00'

FROM: Jermaine Pinnock, Senior Purchasing Agent
Purchasing Division

Jermaine M. Pinnock
Digitally signed by Jermaine M. Pinnock
Date: 2026.08.18 12:39:43 -04'00'

SUBJECT: Award of Contract TRN2131996Q1 - Rosenbauer Panther 6x6 Aircraft Rescue and Firefighting Vehicle with HRET

Fixed Contract Amount: $1,797,572

In accordance with the June 9, 2026, (Item No. 16), approved by the Board of County Commissioners, the County Administrator or designee is authorized to negotiate, approve and/or execute agreements, contract amendments, work authorizations, and other documents during the Broward County Board of County Commissioner's 2026 Summer Recess – June 10, 2026 through August 19, 2026 (Exhibit 1).

Enclosed are the Award Memorandum and attachments to award a fixed contract to the single source bidder, Rosenbauer Minnesota, LLC for Rosenbauer Panther 6x6 Aircraft Rescue and Firefighting Vehicle with HRET, for the Broward County Aviation Department in the estimated amount of $1,797,572 (Exhibit 2).

The Office of Economic and Small Business Development (OESBD) determined that no County Business Enterprise (CBE) participation goal should apply to this solicitation based on OESBD review of the products and services and availability of CBE firms (Exhibit 3).

History:

The purpose of this solicitation is to secure a fixed contract for the purchase of one (1) new, unused Rosenbauer Panther 6x6 Aircraft Rescue Fire Fighting (ARFF) vehicle equipped with High Reach Extendable Turret (HRET) for the Broward County Aviation Department (BCAD), in accordance with the Specifications and Requirements.

On March 31, 2026, Request for Information (RFI)/ Notice of Intent to Designate Sole Source No. TRN2131996F1 was issued to determine if the specified commodity or service was available from multiple

providers, or if an alternate commodity or service was available that would meet the County's needs. The RFI closed on April 21, 2026, with zero responses received. On May 7, 2026, the Director of Purchasing approved the Single Source designation to Rosenbauer to procure a Rosenbauer ARFF Crash Truck for BCAD, (Exhibit 4).

The Notice of Intended Decision was posted on the Purchasing Division website from May 7, 2026 to May 12, 2026. There was no protest filed against this procurement

Subsequently, solicitation No. TRN2131996Q1 was solicited privately to Rosenbauer Minnesota, LLC on June 3, 2026, and closed on June 18, 2026 (Exhibit 5).

The Aviation Department reviewed the bid received from Rosenbauer Minnesota, LLC and concurred with the recommendation to award, (Exhibit 6).

Please approve the Award Memorandum and return a copy to Jermaine Pinnock, Purchasing Agent.

Exhibits:

1. Agenda Item 16; June 9, 2026
2. TRN2131996Q1 – Award Memorandum
3. OESBD No CBE Goal Memo dated February 10, 2026
4. Single Source Designation dated May 7, 2026
5. TRN2131796B1 – Bid Tabulation
6. User Concurrence of Award and Vendor References
7. TRN2131996Q1 - Price Analysis

PURCHASING DIVISION

For County Administration - Parks and Recreation Division

26-077 **15.** MOTION TO AWARD open-end contract to low responsive, responsible bidder, Sharp Marketing LLC, for Uniforms, Bid No. OPN2130891B1 (Group 8), for the Parks and Recreation Division, in the initial three-year estimated amount of $755,247, and authorize the Director of Purchasing to renew the contract for two one-year periods, for a five-year estimated amount of $1,258,745.

Attachments:
Exhibit 1 - Bid Tabulation
Exhibit 2 - OESBD Compliance Memorandum dated March 5, 2026
Exhibit 3 - User Concurrence Memorandum signed April 8, 2026
Exhibit 4 - Price Analysis

For Finance and Administrative Services Department

26-654 **16.** MOTION TO AUTHORIZE County Administrator to negotiate, approve and execute agreements, contract amendments, work authorizations, and other documents during the Board's 2026 Summer Recess (between June 10, 2026 and August 19, 2026), including all items listed on Exhibit 1 hereto, and any other items for which the County Administrator determines approval or execution is in the best interest of the County and delaying action until August 20, 2026 would adversely impact the County's interests or day-to-day operations, subject to review and approval of such documents as to legal sufficiency by the County Attorney's Office; directing the County Administrator to provide a report to the Board identifying any action taken pursuant to this delegated authority that is not listed on Exhibit 1; and authorizing the County Administrator to take all necessary administrative and budgetary actions to effectuate the authorized actions.

Attachments:
Exhibit 1 - Placeholder Exhibit
Additional Material - Information
Additional Material - Information
Additional Material - Information

For Office of Regional Communications and Technology

26-005 **17.** MOTION TO APPROVE Technology Products Agreement between Broward County and Motorola Solutions Connectivity, Inc., for Next Generation 911 System (NG911), Request for Proposals (RFP) No. GEN2129421P1, for

Required Board Action
Administrative Approval Action During Summer Recess 2026

All contracts, amendments, work authorizations and other documents will be subject to the Office of the County Attorney approving as to legal sufficiency.

Line No.	Lead Department	Division	Requisition	Requested Action	Summary	Fiscal Impact and Any Applicable Duration	Justification
1	County Administration	Parks and Recreation Division	N/A	Approve Agreement between Broward County and Ann Storck Center, Inc. to provide summer internship opportunities, for students with special needs, within the Parks and Recreation Division.	The Agreement supports employment readiness, vocational training, and supervised work experience opportunities for participating students. The Division will utilize services from this vendor and United Community Options, Inc.	There is no fiscal impact to the County. The Agreement term will be effective June 1, 2026 and end May 31, 2031.	Approval during the Summer Recess ensures the program continues this summer.
2	County Administration	Parks and Recreation Division	N/A	Approve Agreement between Broward County and United Community Options, Inc. to provide summer internship opportunities, for students with special needs, within the Parks and Recreation Division.	The Agreement supports employment readiness, vocational training, and supervised work experience opportunities for participating students. The Division will utilize services from this vendor and Ann Storck Center, Inc.	There is no fiscal impact to the County. The Agreement term will be effective June 1, 2026 and end May 31, 2031.	Approval during the Summer Recess ensures the program continues this summer.
3	County Administration	Administration	N/A	Authorize the County Administrator to negotiate and execute a Shared Use Agreement with the Arena Operating Company Ltd, subject to review and approval as to legal sufficiency by the County Attorney's Office; and authorize the County Administrator to take any administrative and budgetary actions necessary to implement the agreement.	As part of the County's Sponsorship Agreement with the World Cup 2026 Miami Host Committee, the County is receiving broadcast rights for four viewing parties at the Amerant Bank Arena. This item authorizes the County Administrator to negotiate and execute a Shared Use Agreement with the Panthers' Arena Operating Company to provide for the co-hosting of these events.	No direct fiscal impact anticipated for this item. If there are any costs for additional insurance or other items related to operationalizing the event that exceed $75,000, an item will be brought back to the Board to ratify expenditures over $75,000.	This Shared Used Agreement is necessary to outline the co-hosting responsibilities and obligations between the County and the Panthers Arena Operating Company for the hosting of the four World Cup Watch Parties at the Arena.
4	FASD/Purchasing Division	Aviation Department	AVO0000900	Approve Single Source designation and approve of award of a fixed contract to Rosenbauer Minnesota, LLC, Quotation No. TRN2131996Q1, for the purchase of a Panther 6x6 Aircraft Rescue and Firefighting Vehicle at the Broward County's Fort Lauderdale-Hollywood International Airport.	Provides the manufacture and supply of one new Panther 6x6 Aircraft Rescue and Firefighting (ARFF) Vehicle. The current frontline unit (Truck 9) is over 15 years old, and has reached and exceeded its recommended service life, increasing the risk of mechanical failures and unexpected downtime.	Estimated amount of $1,852,200.	This replacement unit has an estimated four-year manufacturing lead time, approval during the recess secures a production slot. This award/approval through summer-recess delegation will require Board ratification due to Florida Statutes Section 332.0075 (3) (b) that requires Board approval for contracts in excess of $1,500,000.
5	FASD/Purchasing Division	Aviation Department	AVM0010660	Approve final ranking for Group 1 - Terminals 1 through 4 and Airport Operation Control Center (AOCC) only, RFP No. BLD2128700P1, Janitorial Services for Terminals 1 - 4, AOCC, and RCC at FLL, for the Aviation Department.	Provides ranking approval of janitorial service at the Aviation Department's Terminals 1 - 4 and AOCC.	No fiscal impact.	The protest decision was appealed. Final order from Administrative Law Judge, ruling on appeal, is due by June 10, 2026. If protest denial upheld, final ranking approval required to proceed with negotiations with first-ranked vendor.
6	FASD/Purchasing Division	Construction Management Division	CMD0001434	Approve Award fixed contract to the low responsive, responsible bidder, Green Engineering & Construction, Inc., Bid No. PNC2131226C1, Government Center West (GCW) Restroom Renovation, in the amount of $1,756,186.82. Approve Contract Change Order Allowance increase from 5% to 20%.	This project provides the renovation of obsolete, dilapidated public restroom facilities that do not adequately serve patrons and staff at Government Center West. The change order allowance increase allows the County to address any unforeseen conditions that may arise during construction without impacting the project schedule. Unforeseen conditions may include concealed conditions of existing plumbing degradation, structural or framing damage, electrical and fire protection discrepancies and/or other code requirements.	Amount of $1,756,186.82. The change order allowance increase will allow for change orders to be approved up to $351,237.36 in the event unforeseen conditions or additional work is required. No budget resolution is required for this action.	Bid opened February 26, 2026; bid validity expires June 26, 2026. Approval of award (and increased of change order contingency) during Summer Recess ensures award prior to bid validity expiration.
7	FASD/Purchasing Division	Highway and Bridge Maintenance Division	HWB0003738	Approve award open-end contract, Bid No. OPN2131278B1, for Guardrail, Fence and Accessories Furnish and Install.	Provides the furnishing of all labor, materials, equipment, supervision and incidentals required to perform guardrail installation, fence installation, and, miscellaneous guardrail and/or fence maintenance activities.	Initial two-year estimated amount of $2,092,727.70 which includes a total allowance in the amount of $284,000, and authorize the Director of Purchasing, to renew the contract for three one-year periods, for a five-year potential estimated amount of $5,231,819.25.	Current contract OPN2124746B1 is currently on a month-to-month extension until December 2026. Approval during Summer Recess allows for setup of new contract and continuous coverage of services.
8	FASD/Purchasing Division	Highway Construction and Engineering Division	HCN0001094	Approve Award open-end contract to single bidder for Bid No. TRN2131796B1, Miscellaneous Traffic and Roadway Construction (HCED).	Provides construction services for traffic signals, mast arm conversions, fiber optics, school flashers, roadway, and hurricane disaster recovery/repair.	Initial one-year estimated amount of $19,622,741, with two, one-year renewal periods, for a three-year potential amount of $58,868,223. Funding source: Surtax and Gas Tax	The previous solicitation was rejected due to pricing (higher than engineer's estimate). Solicitation opened April 24, 2026; bid validity expires August 22, 2026. Approval during Summer Recess ensures award well prior to bid validity expiration and allows any work to begin immediately during the summer.

Finance and Administrative Services Department
PURCHASING DIVISION
115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6066 • FAX 954-357-8535

AWARD MEMORANDUM

TRN2131996Q1 Rosenbauer Panther 6x6 Aircraft Rescue and Firefighting Vehicle with HRET

Date: August 18, 2026

To: Monica Cepero, County Administrator

Thru: Robert Gleason, Director of Purchasing

Constance Mangan, Asst. Director, on behalf of
Digitally signed by Constance Mangan, Asst. Director, on behalf of
Date: 2026.08.18 15:43:57 -04'00'

From: Sonia Lovett, Senior Purchasing Manager

SONIA M. LOVETT
Digitally signed by SONIA M. LOVETT
Date: 2026.08.18 14:43:09 -04'00'

1. SOLICITATION INFORMATION

Client Agency: Broward County Aviation Department

Requisition No.: AVO0000900

Solicitation advertised from June 3, 2026 to June 18, 2026

Solicitation method: Quotation Request

Number of responses: 1

Number of Declinations: 0

☐ Standardized by: Not Applicable

2. REJECTION INFORMATION

Not Applicable

Vendor(s): Not Applicable

Reject Justification: Not Applicable

3. AWARD RECOMMENDATION AND INFORMATION

Contract Type: Fixed

Vendor(s): Rosenbauer Minnesota, LLC, VS00014488

Is P-Card use beneficial for this contract? No

If so, does Vendor accept (without additional fees): Not Applicable

Fixed Award Amount: $1,797,572

Basis of Award:	☐ Low	☒ Responsive	☒ Responsible
	☐ Split	☐ Multiple	☒ Single

Award Justification (include details in Summary Explanation): Price Analysis

4. SUMMARY EXPLANATION/BACKGROUND:

The purpose of this solicitation is to secure a fixed contract for the purchase of one (1) new, unused Rosenbauer Panther 6x6 Aircraft Rescue Fire Fighting (ARFF) vehicle equipped with High Reach Extendable Turret (HRET) for the Broward County Aviation Department (BCAD), in accordance with the Specifications and Requirements.

On February 12, 2026, BCAD requested a Sole brand designation for Rosenbauer Minnesota, LLC (Rosenbauer) as provider for Aircraft Rescue and Firefighting (ARFF) crash trucks at Fort Lauderdale Hollywood International Airport (FLL) Station 10; for operational safety, training efficiency, maintenance reliability, and life-cycle cost effectiveness.

On March 31, 2026, Request for Information (RFI)/ Notice of Intent to Designate Sole Source No. TRN2131996F1 was issued to determine if the specified commodity or service was available from multiple providers, or if an alternate commodity or service was available that would meet the County's needs. The RFI closed on April 21, 2026, with zero responses received.

On May 7, 2026, the Director of Purchasing approved the Single Source designation to Rosenbauer to procure a Rosenbauer ARFF Crash Truck for BCAD. On May 7, 2026, the Purchasing Division issued a Notice of Intended Decision to enter a single-source contract in a manner consistent with state law. No protest was received.

Subsequently, Request for Quote No. TRN2131996Q1, Rosenbauer Panther 6x6 Aircraft Rescue and Firefighting Vehicle with HRET was solicited privately to Rosenbauer; as a Single Source designated solicitation, from June 3, 2026, through June 18, 2026.

The Aviation Department reviewed the bid submitted by Rosenbauer and concurred with the recommendation for award. No Vendor Performance Evaluations have been completed for Rosenbauer Minnesota, LLC over the past five (5) years, however, satisfactory references were received in lieu of an established performance history with the County.

According to a price analysis, the pricing received from Rosenbauer was determined to be fair and reasonable when compared to the estimated budget for this solicitation. The price submitted by Rosenbauer Minnesota, LLC ($1,797,572) is 3% less than the Using Agency estimate of $1,852,200 representing a price difference of $54,628.

5. OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT (OESBD):

This project has been designated a sole source, sole brand, emergency, or alternative contract source, therefore, this project is not subject to the OESBD requirements.

6. WHAT APPROVAL ACCOMPLISHES:

☐ Per Section 21.47.(b)(1), of the Procurement Code, the Director of Purchasing may award solicitations in an amount not exceeding $500,000, inclusive of the value of any renewals or extensions.

☐ Per Section 21.47.(b)(2), of the Procurement Code, the Director of Purchasing may award bids in any amount over $500,000, inclusive of any extensions or renewals, contingent upon no bidder has been determined to be non-responsive or non-responsible, no protests have been filed, and more than one bidder has submitted a response, and further provided that no Commissioner has expressed an objection within five (5) days after receiving notice of intended award from the Purchasing Division.

☐ Per Section 21.19(b), of the Procurement Code, Board approved standardized goods and services may be purchased by the Director of Purchasing regardless of the contract amount without further Board authorization.

☐ Per Section 21.37.(b), of the Procurement Code, Waiver of Technicality, a lack of conformity as to an issue of responsiveness that is nonsubstantive in nature may be considered a technicality or irregularity that may be waived by the Director of Purchasing.

☐ Per Section 21.39, of the Procurement Code, Rejection After Bid Opening, any or all responses may be rejected by the Purchasing Director or designee, including those bids in which there is only one (1) responsive vendor.

7. ATTACHMENTS

☒ Bid Tab	☒ OESBD Form/Memo	☒ Using Agency Concurrence
☒ Price Analysis	☒ Sole Source/Sole Brand	☐ Standardization
☐ Emergency Memo	☐ Purchasing Agent Report	
☐ Other:		

8. APPROVAL AUTHORITY

APPROVE	DISAPPROVE	Signature/Date	Title
☑	☐		County Administrator
Comments:			

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
Governmental Center Annex
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400

MEMORANDUM

DATE: February 9, 2026

TO: John Porkyfke, Acting Manager – Airside Operations
Broward County Aviation Department

THRU: Maribel Feliciano, Director
Office of Economic and Small Business Development
MARIBEL FELICIANO
Digitally signed by MARIBEL FELICIANO
Date: 2026.02.10 19:08:56 -05'00'

FROM: Donna-Ann Knapp, Small Business Development Manager
Office of Economic and Small Business Development
DONNA-ANN KNAPP
Digitally signed by DONNA-ANN KNAPP
Date: 2026.02.09 11:25:16 -05'00'

SUBJECT: No County Business Enterprise (CBE) Goal for ARFF Index Crash Truck 9 Replacement

The Broward County Aviation Department is seeking a vendor who can manufacture an aircraft rescue and firefighting truck for use at Fort Lauderdale/Hollywood International Airport. The Aircraft Rescue and Firefighting (ARFF) vehicle would be classified as Class 5 per FAA and NFPA standards. The truck shall respond to aircraft incidents/accidents at the airport. A search of the directory did not reveal any County Business Enterprises (CBEs) that would be eligible to perform the required service. Therefore, consistent with the Broward County Business Opportunity Act, as amended, Sec. 1-81.3 (1)(a), if there are fewer than two (2) certified CBEs available to participate in a specific project, no CBE goal will be applicable.

Additionally, in accordance with Sec. 1-81.10 (a) (1) of the Broward County Business Opportunity Act, as amended, if a responsive, responsible bid is received from a certified CBE firm that is within ten percent (10%) of the lowest responsive, responsible, bid received from a non-CBE or non-SBE firm, the CBE or SBE (as applicable) shall be offered the opportunity to match the lowest responsive, responsible bid. If the CBE or SBE firm (as applicable) matches the lowest responsive, responsible bid, the CBE or SBE firm shall be deemed the lowest responsive, responsible bidder. For Request for Proposals (RFPs), in accordance with Sec. 1-81.10 (a) (2) of the Broward County Business Opportunity Act as amended, if upon completion of final rankings by the Evaluation Committee, a non-CBE, non-SBE proposer is the highest-ranked proposer, and a responsive, responsible CBE or SBE proposer receives a score that is within five percent (5%) of the score obtained by the non-CBE, non-SBE proposer, the highest-ranked responsive, responsible CBE or SBE proposer shall be considered the highest-

ranked proposer and shall have the opportunity to proceed to negotiations with the County for award of the contract. In the event the vendor elects to use subcontractors, the county encourages the vendor to give full consideration to use CBE firms to perform work under the contract.

This contract is not subject to Broward County's Workforce Investment Programs (WIP).

This contract is not subject to Broward County's Construction Apprenticeship Program (CAP).

If you have any concerns regarding available subcontracting opportunities, please contact our office at (954) 357-6400.

cc: Nadia Hankerson, Assistant Director, OESBD
James Vose, Jr., Small Business Development Specialist, BCAD/OESBD
Yulanda Brady, Small Business Development Specialist, BCAD/OESBD

DATE: 2/12/26

TO: Robert Gleason, Director, Purchasing Division

THRU: John Pokryfke, A.A.E., I.A.P., Enterprise Director of Operations

FROM: Danielle Edwards, MPA, Contracts/Grants Administrator, Sr

PROJECT TITLE: Aircraft Rescue and Firefighting (ARFF) Crash Trucks

REQUISITION NO.

SOURCE/BRAND NAME: Rosenbauer Minnesota LLC

SOLE SOURCE/SOLE BRAND/ONLY ONE REASONABLE SOURCE REQUEST

☐ SOLE SOURCE ☑ SOLE BRAND ☐ ONLY ONE REASONABLE SOURCE

I. REQUEST: Provide a description of the features of the product/service or Scope of Work.

Broward County Aviation Department (BCAD) recommends establishing Rosenbauer Minnesota LLC as the sole brand provider for ARFF crash trucks at Fort Lauderdale–Hollywood International Airport (FLL) Station 10 for future procurements for reasons of: operational safety, training efficiency, maintenance reliability, and life-cycle cost effectiveness. Currently, FLL has 3 Rosenbauer ARFF crash trucks by having a sole brand fleet creates long-term financial benefits and establishing Rosenbauer as the sole brand provider for ARFF crash trucks for FLL's Station 10 will: reduce operational risk to personnel and passengers; improve ARFF response consistency and performance; enhance maintenance readiness and fleet uptime; reduce long-term training and support costs; and standardize critical ARFF systems across the department.

II. JUSTIFICATION: Please check all boxes that describe your reason(s) for determining that only one source or brand is reasonably available.

Sole Source/Uniqueness

☐ Proprietary Item - this vendor/source has the only rights to provide this service or commodity. A letter from the manufacturer or authorizing entity is included in this request.

☐ Technology Improvements - updates or upgrades to an existing system, software, software as a service (SaaS), hardware purchases.

☐ Engineering Direction - engineering drawing or specification identifies product; "no substitutes or equivalents will be acceptable."

☐ Only qualified supplier - reliability and maintainability of the product or service would be degraded unless specified supplier is used; may void warranty. This request includes a copy of the current warranty information.

☑ Other/or Additional information - the County requires this sole source purchase for the following reasons.

While FAA Part 139 does not mandate specific vehicle brands, it strongly emphasizes: minimizing response delays, ensuring reliability of ARFF equipment, and maintaining operator proficiency. Standardizing on Rosenbauer directly supports compliance with FAA response capability criteria by ensuring operational consistency and maximizing fleet readiness.

Business Case (Only One Reasonable-Source[1] or Only One Reasonable Brand)

☐ Operational Compatibility - replacement parts from alternate suppliers are not interchangeable with original part and causes equipment incompatibility. Previous findings and/or documentation is included with this request.

☐ Ease of Maintenance - maintenance or retooling prohibits competition. Section III, Comparative Market Research includes estimated costs associated with changing current source and/or brand.

☐ Follow-On - potential for continued development or enhancement with same supplier and eliminates costs incurred by using different supplier. Section III, Comparative Market Research includes estimated costs for replacing current or existing system.

☐ Complies with existing community and safety standards, and/or laws, rules, and regulations.

☑ Other/or additional information - using this only one reasonable source, only one reasonable brand purchase benefits the County for the following reasons:

Aircraft Rescue and Firefighting capability is a critical life-safety function and a regulatory requirement. Any degradation in response reliability places passengers, crew, airport personnel, and infrastructure at an unacceptable risk. Adopting a sole brand standardization approach for the Airport's ARFF fleet is strategically advantageous.

III. COMPARATIVE MARKET RESEARCH: Provide a detailed source or market analysis for justification of sole source/brand or most reasonable source (attach extra sheets as needed).

Estimated project value: 1,852,200.00 Contract length (if applicable): 500+ days to build

Has this commodity or service been previously provided to the County? ◉ Yes ○ No

If yes, provide the following and attach any supporting documentation (e.g., previous approved memoranda):

Vendor name and date Rosenbauer MN LLC Method of Procurement BID

What is the current contract (Procurement Catalog) or purchase order number? Z2113907B1

Expenditures to date: $1,989,388.00

Will this procurement utilize any local/state/federal grant funding? ○ Yes ◉ No

If yes, attach any supporting documentation (e.g., grant agreement).

If this is a sole brand, is there an "authorized" dealers/resellers list? ○ Yes ◉ No

If yes, provide the manufacturer's "authorized" dealers/resellers list.

[1] Commonly known as Most Reasonable Source

Cost/Benefit Analysis: What would the cost be to utilize an alternate vendor or source? This explanation should include the savings and/or additional costs to the County by not using the preferred vendor or source. Attach additional sheets if needed.

A sole brand fleet creates long-term financial benefits: simplified procurement of spare parts and consumables; lower lifetime training costs; predictable maintenance budgeting; reduced risk of obsolescence from supporting multiple proprietary systems; and streamlined life cycle replacement planning. Over time, the total cost of ownership is lower for a standardized fleet compared to mixed platforms. Also, standardizing on Rosenbauer eliminates the need for responders to recall or adjust to different operating schemes under high-stress conditions which significantly reduces the chance of operator confusion, delays, or mechanical missteps during time-critical aircraft incidents when life-safety performance is measured in seconds, uniformity in vehicle operation is a major risk-reduction factor.

CERTIFICATION: I have thoroughly researched the sole source, sole brand, only one reasonable source, or only one reasonable brand justification and fully understand the implications of Section 838.22 of the Florida Statutes:

(2) "It is unlawful for a public servant or a public contractor who has contracted with a governmental entity to assist in a competitive procurement to knowingly and intentionally obtain a benefit for any person or to cause unlawful harm to another by circumventing a competitive solicitation process required by law or rule through the use of a sole-source contract for commodities or services".

(5) "Any person who violates this section commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084".

Danielle Edwards	Danielle Edwards Digitally signed by Danielle Edwards Date: 2026.02.12 16:34:16 -05'00'	2/12/26
REQUESTOR/EVALUATOR (PRINT)	REQUESTOR/EVALUATOR (SIGN)	DATE
John Pokryfke	John Pokryfke Digitally signed by John Pokryfke Date: 2026.02.12 17:02:31 -05'00'	2/12/26
DEPT/DIV DIRECTOR OR DESIGNEE (PRINT)	DEPT/DIV DIRECTOR OR DESIGNEE (SIGN)	DATE

PURCHASING DIVISION USE ONLY

The Purchasing Agent has reviewed the request and has completed the required due diligence per the Procurement Code Section(s) 21.25 and 21.26. The Purchasing Agent recommends the following:

- [x] Sole Source
- [x] Sole Brand
- [ ] Only One Reasonable Source/Brand[2]
- [ ] Reject
- [ ] Authorization to Negotiate
- [ ] Standardization
- [ ] Board Award

Attachments

- [x] Request for Information
- [ ] Previous Approved Documentation
- [ ] Vendor Letter

[2] As per Florida Statute 287.057(3)(c), FLL projects valued ≥$325,000 require 15 business day posting of intended sole source designation

Additional Information (e.g., Number, opening date, # of responses, Agency reviewed yes/no):

In accordance with Florida Statute 287.055(3)(c), commodities or contractual services available only from a single source may be excepted from the competitive-solicitation requirements but requires the agency to post a description of the commodities or contractual services sought for at least 15 business days. Request for Information (RFI) No. TRN2131996F1 was posted on March 31, 2026 to determine if there was another Vendor in the market able to provide the requested services and products. The RFI closed on April 21, 2026 with zero responses to the RFI. Additionally, only Rosenbauer indicated in BPRO they were an interested Prime Contractor (Exhibit 1). Upon approval of the Single Source designation, a Notice of Intent to Designate Single Source award will be posted in accordance with F.S. 287.055.

The Broward County Aviation Department (BCAD) submitted a Sole Brand Request for the purchase of Rosenbauer Aircraft Rescue and Firefighting (ARFF) crash trucks at Fort Lauderdale Hollywood International Airport (FLL) Station 10; to maintain operational safety, training efficiency, maintenance reliability, and life-cycle cost effectiveness.

The Purchasing Division has reviewed the request, conducted a market research and identified Rosenbauer America, LLC (Panther), as one of the major ARFF truck manufacturers within the United States which include Oshkosh Airport Products (Striker), E-ONE (Titan), NAFFCO, and KME. Rosenbauer Minnesota, LLC., was Rosenbauer's first US partner in 1995 and today, Rosenbauer Minnesota manufactures firefighting apparatus and fire service vehicles, including the PANTHER ARFF vehicles for use worldwide.

Currently, FLL operates one (1) 2002 E-One, one (1) 2010 OshKosh; one (1) 2015 and two (2) 2019 Rosenbauer ARFF Crash Trucks models within its fleet. The E-One and OskKosh models are close to surplus and are being used as spares. It is also the intent of the Agency to transition the aging 2015 Rosenbauer to spare, once the new vehicle is acquired. Since the acquisition of the Rosenbauer ARFF Crash Trucks , FLL has updated its maintenance procedures specifically around Rosenbauer equipment, including trained technicians, diagnostic tools, and an existing inventory of parts. It is determined that introducing a different brand of ARFF at this juncture would require retraining and could increase the risk of operational error during time-critical incidents at the airport. Therefore, maintaining one brand of ARFF reduces lifecycle costs, minimizes downtime, and avoids the need for duplicate resources. Rosenbauer ARFF vehicles are justified by the need for operational consistency and safety in emergency response; providing uniformity in vehicle controls, performance, and firefighting systems. This will allow the Agency to meet the requirements of fast intervention under high-risk conditions at the airport without hesitation, ensuring a seamless integration with current systems such as foam proportioning, communications, and operational procedures.

Based on the review and research, it is the Purchasing Agent's recommendation to designate the Single Source to Rosenbauer Minnesota, LLC to provide the Rosenbauer ARFF Crash Truck to BCAD. The Single Source designation will result in the award of a contract between Broward County and the Single Source designated Vendor to meet all applicable Federal Aviation Administration (FAA) and National Fire Protection Association (NFPA) standards, that may potentially impact regulatory compliance and emergency response capability.

Purchasing Agent/Reviewer Signature:
Jermaine M. Pinnock
Digitally signed by Jermaine M. Pinnock
Date: 2026.04.28 16:00:21 -04'00'

Purchasing Assistant Manager Signature:
WINDELLE JEAN-PIERRE
Digitally signed by WINDELLE JEAN-PIERRE
Date: 2026.04.28 16:34:12 -04'00'

APPROVAL AUTHORITY

☑ APPROVED ☐ DISAPPROVED

REASON/SUGGESTED ACTION (IF DISAPPROVED):

Title: Director of Purchasing

Signature: Constance Mangan, Asst. Director, on behalf of
Digitally signed by Constance Mangan, Asst. Director, on behalf of
Date: 2026.05.07 09:42:06 -04'00'

Last Revised: 10/17/23

TRN2131996F1 - Request for Information (RFI) - Aircraft Rescue and Firefighting Vehicle

BPRO Electronic Procurement System Back to list

BROWARD COUNTY FLORIDA Purchasing Division

Project Details

Project: Request for Information (RFI) - Aircraft Rescue and Firefighting Vehicle

Ref. #: TRN2131996F1

Department: FASD - Purchasing

Type: RFI

Status: CLOSED

Open Date: Mar 31st 2026, 5:30 PM EDT

Questions Due Date: Apr 10th 2026, 5:00 PM EDT

Contact Information: Jermaine Pinnock (Primary), Sonia Lovett, SLovett@Broward.org (Alternate), JPinnock@broward.org

Close Date: Apr 21st 2026, 2:00 PM EDT

Days Left. Submissions are now closed

Contract Duration:
Not Applicable (RFQ/RFI)

Contract Renewal:
Not Applicable (RFQ/RFI)

Bid Validity:
Not Applicable

Bonding Required:
No

Total Amount of Pass-Thru Allowance (Initial Term or Fixed):
0

OESBD Designation Goal Participation Type (Non-Multi):
No Goal

OESBD Designation Goal Participation Type (Multi):
No Goal

Goal Assigned Percentage (0 if No Goal):
0

Public Works/Construction:
No

Project Description:
Notice of Intent to Designate Sole Source/Sole Brand:

This Request for Information (RFI) (Notice of Intent to Designate Sole Source) is to determine if the specified commodity or service is available from multiple providers, or if an alternate commodity or service is available that would meet the County's needs. This is not a request for pricing or a purchase commitment.

April 2026 prev next

Sun	Mon	Tue	Wed	Thu	Fri	Sat
29	30	31 5:30p	1 OPEN	2	3	4
5 OPEN	6	7	8	9	10	11
12 OPEN	13	14	15	16	17	18
19 OPEN	20	21	22	23	24	25
26	27	28	29	30	1	2

The Broward County Aviation Department (BCAD) seeks to procure ONE (1) new, unused, Rosenbauer Panther 6x6 Aircraft Rescue and Firefighting (ARFF) vehicle, equipped with High Reach Extendable Turret (HRET) at the Fort Lauderdale–Hollywood International Airport (FLL) Fire Station. Rosenbauer America, LLC (via Rosenbauer Minnesota, LLC) is the sole manufacturer of the Panther ARFF vehicle and is distributed by the manufacturer or its designated representatives.

The vehicle shall comply with the current version of the following:

- Federal Aviation Administration Advisory Circular AC 150/5220-10, Aircraft Rescue and Fire Fighting Vehicles
- FAA Advisory Circular AC 150/5210-14, Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
- National Fire Protection Association NFPA 414, Standard for Aircraft Rescue and Fire-Fighting Vehicles, current edition in effect at time of proposal submission
- The 14 CFR Part 139 ARFF operational requirements applicable to the Index classification of the Airport.

This RFI will remain posted until closing date and time.

Prospective Vendors are requested to provide information regarding their ability to provide the commodity or service described or written explanation or other documentation contesting the proposed RFI designation.

If you are capable of meeting or exceeding the County's requirements for the specified commodity or service, respond to this RFI through the electronic bidding system. Vendor should upload any supporting information in the electronic bidding system as part of its response to assist the County in determining if commodity or service is comparable, is available from multiple suppliers, and meets the County's needs. The Director of Purchasing shall have sole authority in deciding what is comparable.

The Director of Purchasing shall consider such submittals and notify all submitting vendors (thru the electronic bidding system) of the decision whether to designate as a Sole Source/Brand, which decision shall not be subject to objection, protest, or appeal.

Important Events:

Search

Status	Event Name	Location	Description	Dates	Mandatory
PASSED	Open Date		Online Portal	Posting date for the Opportunity	Mar 31st 2026, 5:30 PM EDT	N/A
PASSED	Questions Due Date		Online Portal	Deadline to submit Questions	Apr 10th 2026, 5:00 PM EDT	N/A
PASSED	Close Date		Online Portal	Deadline for Submissions	Apr 21st 2026, 2:00 PM EDT	N/A

Commodity Codes:

NIGP 340 Fire Protection Equipment And Supplies
NIGP 990 Security, Fire, Safety, And Emergency Services (Including Disaster Document Recovery)
NIGP 03518 Aircraft, Remotely Operated: Surveillance, Search and Rescue
NIGP 03544 Fire Control Systems, Aircraft
NIGP 06534 Fire Protection and Crash Rescue Bodies
NIGP 06545 Headache Racks, Truck Bodies
NIGP 07057 Trucks, Fire Protection and Crash Rescue (Effective 1-1-06 this item has been Inactivated, refer to Class 071, 072 and 073)
NIGP 07103 Ambulances and Rescue Vehicles (See 072-30 for Fire Protection and Crash Rescue Trucks)
NIGP 07230 Trucks, Fire Protection and Crash Rescue
NIGP 34006 Brackets, Clamps and Holders for Fire Fighting Equipment
NIGP 34020 Fire Detecting Equipment
NIGP 34049 Foam Dispensing Equipment, Compressed Air, For Fires
NIGP 93632 Fire Fighting Equipment Maintenance and Repair
NIGP 93633 Fire Protection Equipment and Systems Including Fire Hydrants, Fire Sprinkler Systems, Smoke Detectors, Jaws of Life, Fire Protection Material Treatment, Firestop and Fire Barriers, etc. Inspection, Maintenance and Repair
NIGP 93834 Fire Extinguisher Maintenance, Including Recharging and Repair
NIGP 97586 Truck and Van, Including Fire and Garbage Trucks Rental or Lease
NIGP 99042 Fire Alarm and Safety Services, Including Installation of Equipment
NIGP 99043 Fire Fighting Services, Oil and Gas Wells (See 952-44 for other Fire Fighting Services)
NIGP 0710320 AMBULANCES, PARTS AND ACCESSORES AND FURNITURE
NIGP 0710330 AUTOMOBILES AND TRUCKS, PARTS AND ACCESSORIES AND, FURNITURE
NIGP 0710334 UTILITY VEHICLES, FIRE DEPARTMENT
NIGP 0723030 TRUCKS, FIRE PROTECTION AND CRASH RESCU, INCLUDING PARTS AND ACCESSORIES
NIGP 1352315 CLAY, FIRE
NIGP 3402010 FIRE DETECTION EQUIPMENT, INCLUDING PARTS AND ACCESSORIES

Supporting Documentation:

Download All Files | Search

File	Type	Description	Date Created	Actions
Addendum No. 1 - TRN2131996F1.pdf	Other	Document - Addendum No. 1 - Project Details Have Changed Read more...	Apr 1st 2026, 2:33 PM EDT	Download

Requested Information:

Listed below are the documents and information needed to complete your submission:

Name	Type	# Files	Requirement	
Vendor's RFI Response		File Type: Any (*)	Multiple	REQUIRED

Document Takers

Search

Vendors	# Files	Actions
American Native Contracting LLC	1	View
BBR Printers	1	View
BuildCentral Inc	1	View
CJIS GROUP LLC	1	View
Conemco Engineering, Inc., DBA Conemco Consultants	2	View
Dana Safety Supply, Inc	1	View
Deltek	2	View
PWXPress	2	View
re	1	View
Rosenbauer	4	View
Smartprocure Inc	1	View

Interested Contractors

Prime/General Contractors | Subcontractors

Search

Vendors	Contact	Email	Phone	Subcontract Services
Rosenbauer	Duane Kann	dkann@rosenbaueramerica.com	612-910-6388	ARFF Vehicle Sales

Messages

Public Notices (1) () | Vendor Discussions (0) () | Public Q&A (0) ()

Search

Search...

Jermaine Pinnock
Addendum No. 1 - Project Details Have Changed
Project Close Date has been revised to April 21, 2026, by 2:00 p.m.

Apr 1st 2026, 2:33 PM EDT

Create a new Public Notice

Click New Public Notice or click a conversation on the left to see message here.

Submissions and Prime/Subcontractor Interest

This project is not open for proposal submissions at this time.

Bid Open Date: June 3, 2026 Bid Close Date: June 18, 2026		Bid Tabulation TRN2131996Q1, Rosenbauer Panther 6x6 Aircraft Rescue and Firefighting Vehicle with HRET		Total Cost	Rosenbauer $1,797,572.00	
#	Items	Item Description	Quantity Required	Unit of Measure	Unit Price	Total Extended Amount
#0-1	Rosenbauer Panther 6x6, Equipped with a High Reach Extendable Turret (HRET)	One new, unused Rosenbauer Panther 6x6, equipped with a High Reach Extendable Turret (HRET) per Technical Specification	1	Lump Sum	$1,797,572.00	**$1,797,572.00**

BROWARD COUNTY FLORIDA

TO: Jermaine Pinnock
Purchasing Division

FROM: John Pokryfke, Director, Airport Operations
Broward County Aviation Department

SUBJECT: Solicitation No.: TRN2131996Q1
Rosenbauer Panther 6x6 Aircraft Rescue and Firefighting Vehicle with HRET

Recommended Vendor: Rosenbauer Minnesota, LLC
Recommended Group(s)/Line Item(s): All
Initial Award Amount: $ 1,797,572 Potential Total Amount: $ 1,797,572
Initial Contract Term: Fixed Purchase Contract Term, including Renewals: Fixed Purchase

CONCURRENCE:

☒ The agency has reviewed Vendor's response(s) for specification compliance and Vendor responsibility, which includes license requirements (if applicable). I have reviewed all documents including the Vendor Questionnaire and after careful evaluation, I concur with recommendation for award to the Vendor.

FINANCIAL BACKGROUND/D & B REPORT: (check one)

☒ I am satisfied with the Vendor's financial background and/or rating and payment performance.
☐ Not applicable Provide explanation if choosing this option

LITIGATION HISTORY: (check one)

☐ I have reviewed the Litigation History Form and there is no issue of concern.
☒ Refer to additional information from the Office of the County Attorney to address an issue/concern.

PAST PERFORMANCE: (check all that apply)

I have reviewed the Vendor's past Performance Evaluations in ContractsCentral and:

☐ Vendor received an overall rating ≥ 2.59 on all evaluations.
☒ No evaluations within the past three years contained any items rated a score of 2 or less.
☐ Vendor received a rating ≤ 2.59 on an evaluation(s). Refer to additional information.
☐ Vendor received a score of ≤ 2 on an individual item(s). Refer to additional information.
☐ Past evaluations are not relevant to the scope of this contract.
☒ No past Performance Evaluations exist in ContractsCentral.

AND

☒ Reference Verification Forms are attached.

OR

☐ Reference Verification Forms are not required: Commodity only purchase (less than $250,000); Service less than $100,000 and the Vendor has a Performance Evaluation within the past three years.

NON-CONCURRENCE:

☐ I do not concur. Detailed reason for non-concurrence is attached, including the reference to any bid requirement.

TYPED NAME OF SIGNER: John Pokryfke, A.A.E., I.A.P. TITLE: Director, Airport Operations
(Individual authorized to administer the contract.)

SIGNATURE: John Pokryfke Digitally signed by John Pokryfke Date: 2026.07.02 12:48:27 -04'00' DATE: 7/2/26

Vendor Reference Verification Form for Bids and Quotes

Broward County Solicitation No. and Title: TRN2131996Q1, Rosenbauer Panther 6x6 Aircraft Rescue and Firefighting Vehicle with HRET

Reference for (Name of Firm): Los Angeles World Airports

Organization/Firm Name providing reference: Los Angeles World Airports

Contact Name: Victor Rodriguez | Title: Director of Maintenance

Contact Email: vrodriguez@lawa.org | Contact Phone: (424) 646-8315

Name of Referenced Project: Panther 6x6 HRET

Contract No. DA-4954 | Contract Amount: 1,803,400.00

Date Services Provided: 07/2024 - 05/2026

(list date range or date services began until "current")

Vendor's role in Project: ☑ Prime Vendor ☐ Subconsultant/Subcontractor

Would you use this vendor again? ☑ Yes ☐ No If No, please specify in Additional Comments (below).

Description of services provided by Vendor:

Manufacturing of Panther 6x6 for LAX

Please rate your experience with the referenced Vendor:	**Needs Improvement**	**Satisfactory**	**Excellent**	**Not Applicable**
1. Vendor's Quality of Service				
a. Responsive	☐	☐	☑	☐
b. Accuracy	☐	☐	☑	☐
c. Deliverables	☐	☐	☑	☐
2. Vendor's Organization:				
a. Staff expertise	☐	☐	☑	☐
b. Professionalism	☐	☐	☑	☐
c. Turnover	☐	☐	☐	☑
3. Timeliness of:				
a. Project	☐	☐	☑	☐
b. Deliverables	☐	☐	☑	☐

Additional Comments: (provide on additional sheet if needed)

Great company to work with. Pretty happy with their services. Purchased 3 Panthers and slated to purchase 3 more.

References Checked By

Name: Danielle Edwards | Title: Contracts/Grants Administrator, Sr

Division/Department: BCAD/Operations | Date of Verification: 06/25/2026

Vendor Reference Verification Form for Bids and Quotes

Broward County Solicitation No. and Title: TRN2131996Q1, Rosenbauer Panther 6x6 Aircraft Rescue and Firefighting Vehicle with HRET

Reference for (Name of Firm): Miami International Airport

Organization/Firm Name providing reference: Miami International Airport

Contact Name: Adrian Segura Title: Chief Fire Officer

Contact Email: adrian.segura@miamidade.gov Contact Phone: (305) 496-4337

Name of Referenced Project: Panther 6x6 HRET

Contract No. N/A Contract Amount: 1,337,382.00

Date Services Provided: 01/2023 - 09/2024

(list date range or date services began until "current")

Vendor's role in Project: ☑ Prime Vendor ☐ Subconsultant/Subcontractor

Would you use this vendor again? ☑ Yes ☐ No If No, please specify in Additional Comments (below).

Description of services provided by Vendor:

The reps are very professional. WARRANTY ITEMS ARE DIFFICULT TO DEAL WITH DUE TO NO LOCAL SHOP.

Please rate your experience with the referenced Vendor:	**Needs Improvement**	**Satisfactory**	**Excellent**	**Not Applicable**
1. Vendor's Quality of Service				
a. Responsive	☐	☑	☐	☐
b. Accuracy	☐	☑	☐	☐
c. Deliverables	☐	☑	☐	☐
2. Vendor's Organization:				
a. Staff expertise	☐	☑	☐	☐
b. Professionalism	☐	☑	☐	☐
c. Turnover	☐	☑	☐	☐
3. Timeliness of:				
a. Project	☐	☑	☐	☐
b. Deliverables	☐	☑	☐	☐

Additional Comments: (provide on additional sheet if needed)

Yes, partly due to limited availability.

References Checked By

Name: Danielle Edwards Title: Contracts/Grants Administrator, Sr

Division/Department: BCAD/Operations Date of Verification: 06/29/2026

Vendor Reference Verification Form for Bids and Quotes

Broward County Solicitation No. and Title: TRN2131996Q1, Rosenbauer Panther 6x6 Aircraft Rescue and Firefighting Vehicle with HRET

Reference for (Name of Firm): Palm Beach International Airport

Organization/Firm Name providing reference: Palm Beach International Airport

Contact Name: Matt Ritter Title: District Chief of Aviation

Contact Email: mritter@pbc.gov Contact Phone: (561) 301-5722

Name of Referenced Project: Panther 6x6 HRET

Contract No. N/A Contract Amount: 1,381,458.00

Date Services Provided: 01/2024 - 10/2025

(list date range or date services began until "current")

Vendor's role in Project: ☑ Prime Vendor ☐ Subconsultant/Subcontractor

Would you use this vendor again? ☑ Yes ☐ No If No, please specify in Additional Comments (below).

Description of services provided by Vendor:

Descriptions of options the Panther vehicle provides; Pricing; Timeframes for build and delivery (more comments below)

Please rate your experience with the referenced Vendor:	**Needs Improvement**	**Satisfactory**	**Excellent**	**Not Applicable**
1. Vendor's Quality of Service				
a. Responsive	☐	☐	☑	☐
b. Accuracy	☐	☐	☑	☐
c. Deliverables	☐	☑	☐	☐
2. Vendor's Organization:				
a. Staff expertise	☐	☑	☐	☐
b. Professionalism	☐	☐	☑	☐
c. Turnover	☐	☑	☐	☐
3. Timeliness of:				
a. Project	☐	☑	☐	☐
b. Deliverables	☐	☑	☐	☐

Additional Comments: (provide on additional sheet if needed)

Salesman to answer all questions and assist in purchase; Opportunity to do final inspection at factory with the salesman; Fixed all issues before final delivery; Delivery to fire station; and On site technical specialist to get the truck loaded and ready for deployment.

References Checked By

Name: Danielle Edwards Title: Contracts/Grants Administrator, Sr

Division/Department: BCAD/Operations Date of Verification: 07/02/2026

Price Analysis

Bid No	**TRN2131996Q1**
Bid Title:	**Rosenbauer Panther 6x6 Aircraft Rescue and Firefighting Vehicle with HRET**
Agency:	Aviation Department
Purchasing Agent:	Jermaine Pinnock
Title:	Senior Purchasing Agent
Type of Contract:	Fixed
Price Analysis	6/22/2026

Date Bid Posted:	6/3/2026
Date Bid Closed:	6/18/2026
Bid Submittals:	1
Bid Views/Documen: Takers:	1
Vendors Invited:	1

BROWARD COUNTY FLORIDA
Purchasing Division
www.broward.org/purchasing

Tabulation of Bid					Rosenbauer Minnesota, LLC		Pricing from BCAD Estimate 5/7/2026		Percentage Difference Between Rosenbauer Minnesota, LLC and Estimate	Broward Sheriff's Office Purchase dated 12/5/2025 Utilizing Sourcewell Contract No. 113021-RSD - 15% off MSRP	
#	Items	Item Description	Quantity Required	Unit of Measure	Unit Price	Total Extended Amount	Unit Price	Total Extended Amount		Unit Price	Total Extended Amount
#0-1	Rosenbauer Panther 6x6, Equipped with a High Reach Extendable Turret (HRET)	One new, unused Rosenbauer Panther 6x6, equipped with a High Reach Extendable Turret (HRET) per Technical Specification	1	Lump Sum	$1,797,572.00	**$1,797,572.00**	$1,852,200.00	**$1,852,200.00**	-3%	$1,797,042.00	**$1,797,042.00**