



MANCHESTER·BOSTON REGIONAL AIRPORT

REQUEST FOR PROPOSALS

AIRPORT RESCUE AND FIREFIGHTING SERVICES

MARCH, 2019

FY19-805-29

LEGAL NOTICE

**MANCHESTER•BOSTON REGIONAL AIRPORT
REQUEST FOR PROPOSALS**

AIRPORT RESCUE AND FIREFIGHTING SERVICES

March, 2019

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Manchester•Boston Regional Airport invites the submittal of Request for Proposals (RFP) from professional firms interested in performing AIRPORT RESCUE AND FIREFIGHTING SERVICES.

The qualifications will be reviewed and evaluated by the Manchester•Boston Regional Airport selection committee. At least one qualified firm for the services will be selected based on qualifications as defined by the criteria established in the RFP. Once selected, the successful Proposer shall negotiate with the Manchester•Boston Regional Airport for the services described in the RFP.

A Letter of Interest along with five (5) copies of the RFP must be received no later than 9:30 AM on March 11, 2019 at the Airport Administration Office, Attention: OPERATIONS & FACILITIES. All responses must be plainly marked "AIRPORT RESCUE AND FIREFIGHTING SERVICES RFP".

Copies of the RFP packet are available at the Airport Administration Office, One Airport Road, Suite 300, Manchester, New Hampshire 03103; Telephone 603-624-6539.

Manchester•Boston Regional Airport reserves the right to waive any irregularities and to reject any and all RFP's on any basis and without disclosure of the reason.

Manchester•Boston Regional Airport is committed to ensuring that no person is excluded from participating in or denied the benefits of its services on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin), as amended.

Theodore S. Kitchens, A.A.E.
Airport Director

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RECITALS

WHEREAS, the Airport has identified a significant need for Aircraft Rescue and Firefighting (ARFF) Services and is funding this service using airport revenue; and

WHEREAS, the Airport has determined to implement the selecting ARFF Services using a Request for PROPOSAL (RFP); and

WHEREAS, pursuant to the Enabling Law, the Airport issued a Request for PROPOSALS (“RFP”) on February 10, 2019 in order to obtain from firms who would be invited to submit their PROPOSALS for the Aircraft Rescue and Firefighting Services;

WHEREAS, PROPOSALS are due on March 11, 2019; and

WHEREAS, following the review and selection process established in the RFP the Airport will select the most responsive responsible bidder that met the requirements and evaluation criteria to the highest level and at the lowest cost; and

WHEREAS, the AIRPORT desires to receive, Aircraft Rescue and Firefighting Services in accordance with the terms and conditions of this PROPOSAL;

NOW THEREFORE, for and in consideration of the covenants, agreements, and benefits to those providing PROPOSALS, all will agree as follows:

SECTION 1.0

1.1 GENERAL INFORMATION

MANCHESTER•BOSTON REGIONAL AIRPORT (MHT)

Owner: City of Manchester, New Hampshire

Location: City of Manchester (County of Hillsborough) and Town of Londonderry (County of Rockingham) State of New Hampshire, located approximately four and one-half (4.5) miles southeast of the downtown Manchester business district.

Identifier: MHT

Operator: City of Manchester, Department of Aviation. Airport staff is responsible for the operation of MHT.

Certification: Title 14 CFR Part 139 Class 1 Airport

ARFF Index “C” – 14 CFR Part 139 Certification of Airports, 139.315 ARFF Index “C” determination.

SECTION 2.0

2.1 PROPOSAL DOCUMENTS AND INTERPRETATION

PROPOSAL Documents. The “PROPOSAL Documents” comprise:

- 2.1.1 this PROPOSAL and all Exhibits including marketing brochures and other presentations made by proposers during the RFP process;
- 2.1.2 any Change Order or other Modification or Amendment;
- 2.1.3 any Notice to Proceed; and,
- 2.1.4 any Specifications any organization description on PROPOSAL
- 2.1.5 Title 14 CFR Part 139 Certification of Airports now and as amended.
- 2.1.6 Title 49 CFR Part 1542 Airport Security now and as amended.

2.2 Interpretation. The PROPOSAL Documents are intended to be complementary, and what is set forth in any one document is as binding as if set forth in each document. The Parties recognize that Amendments and Modifications may provide for specific modification to the terms and

conditions of other PROPOSAL Documents, in which case, the modified terms and conditions shall govern, as expressly set forth in the Amendment or Modification. However, all terms and conditions of such other PROPOSAL Documents that are not expressly modified or deleted by an Amendment or Modification shall remain in effect. **Exhibit “B”, Article 2** shall govern matters of interpretation related to the applicability, stringency, and consistency of the PROPOSAL Documents, which are included among the PROPOSAL Standards. Unless stated otherwise in this PROPOSAL, if a conflict between the sections of this PROPOSAL and the exhibits arises, the sections control over the exhibits.

2.3 Applicability of Proposal Standards. Contractor shall be obligated to comply only with those Proposal Standards which are applicable in any particular case. Where more than one Proposal Standard applies to any particular performance obligation of Contractor hereunder, each such applicable Proposal Standard shall be complied with. In the event there are different levels of stringency among such applicable Proposal Standards, the most stringent of the applicable Proposal Standards shall govern. In the event of any inconsistency among the Proposal Standards, Contractor shall notify the AIRPORT. The AIRPORT’s determination as to the applicable standard shall be binding.

2.4 Defined Terms. Capitalized terms have the meanings set forth in **Exhibit “A”**. Further interpretation provisions are set forth in **Exhibit “A”**.

SECTION 3.0

3.1 INTRODUCTION

3.2 OVERVIEW

Manchester•Boston Regional Airport “MHT” is seeking Proposals to this RFP from Offeror(s) for Aircraft Rescue and Firefighting “ARFF” Services. It is the AIRPORT’s intent to contract with a firm or agency for the purpose of administration, management, staffing and operation of ARFF services, equipment, and facilities. The selected CONTRACTOR shall be responsible for providing administration and labor required for these services, for the full term of the contract, except as identified herein.

3.3 TERM OF CONTRACT

The term of the final Contract will be for five (5) years and renewable for three (3) five-year (5) periods at the sole discretion of MHT, for a total of 20 years.

3.4 PROPOSED TIME SCHEDULE

February 10, 2019	Issue formal request for Proposals
February 20, 2019	Pre-Bid Conference @ 10:00am, EST
March 11, 2019	Open and Review Proposals @ 9:30am, EST
July 1, 2019	Contract Commences

SECTION 4.0

4.1 PROPOSALS REQUESTED

The Manchester•Boston Regional Airport “AIRPORT” hereby solicits PROPOSALS from qualified firms “CONTRACTOR” interested in providing AIRCRAFT RESCUE AND FIREFIGHTING SERVICES for Manchester•Boston Regional Airport. The City of Manchester, which owns and operates the Airport through its Department of Aviation, will accept and review proposals from Contractors and select one (1) Contractor to provide AIRCRAFT RESCUE AND FIREFIGHTING SERVICES in compliance with 14 CFR Part 139 and 49 CFR 1542.

Quantity of Submittals Required: Each CONTRACTOR must provide: **One (1) signed original, four (4) copies and four (4) soft (electronic) copies** of their PROPOSAL. The original with signature is to be clearly marked as “ORIGINAL” on the outside cover and contain **original ink signatures**. All copies should be clearly marked “COPY”.

4.2 SCOPE

The AIRPORT is requesting sealed proposals Aircraft Rescue and Firefighting Services. The AIRPORT is requesting cost proposals for ARFF services to meet a 14 CRF Part 139.315 Index C determination. The AIRPORT intends to issue a 5-year contract with three (3) 5-year extensions. **The AIRPORT reserves the right to negotiate with one or more parties who have submitted proposals. Such negotiations are designed to achieve terms and conditions most favorable to the Airport.**

The AIRCRAFT RESCUE AND FIREFIGHTING SERVICES must meet all current and future requirements that enables the airport to meet all Federal, State and local regulations including, but not limited to:

- CFR 14 Part 139 Certification of Airports
- Advisory Circular 150/5210-17C Programs for Training of Aircraft Rescue and Firefighting personnel

- AC 150/5220-10E Guide Specifications for Aircraft Rescue and Firefighting vehicles
- AC 150/5210-23 ARFF Vehicle and High Reach Extendable Turret (HRET) Operations, Training and Qualifications
- AC 150/5230-4B Aircraft fuel storage, handling, training and dispensing on Airports
- AC 150/5220-17B Aircraft Rescue and Firefighting (ARFF) Training Facilities
- AC 150/5210-13C Airport Water Rescue Plans and Equipment
- AC 150/5200-12C First Responders Responsibility for protecting evidence at the scene of an aircraft accident/incident
- AC 150/5200-31C Airport Emergency Plan
- AC 150/5210-19A Driver's Enhanced Vision System (DEVS)
- AC 150/5210-14B Aircraft Rescue Firefighting equipment, tools and clothing
- AC 150/5210-7D Aircraft Rescue and Firefighting Communications
- AC 150/5210-6D Aircraft fire extinguishing agents
- National Emergency Medical System Certifications
- National Incident Management System (NMS)

SECTION 5.0

5.1 OBLIGATIONS OF THE CONTRACTOR

- 5.2 The Contractor shall provide the necessary AIRPORT RESCUE & FIREFIGHTING (ARFF) SERVICES essential to comply with the Federal Aviation Administration requirements and regulations, particularly the appropriate sections of FAR Part 139, National Fire Protection Association Standards pertaining to Airport Rescue & Firefighting, and Federal Aviation Administration Advisory Circulars pertaining to Airport Rescue & Firefighting as published by the Department of Transportation as they presently exist and/or may be amended. The Contractor will also be required to supply security services and comply with Transportation Security Administration (TSA) and Airport Rules and Regulations.
- 5.3 The CONTRACTOR shall obtain a Certification as a Private Firefighter Unit, granted by the State of New Hampshire, Department of Safety, Division of Fire Safety Office of the State Fire Marshal within 90 days of commencement of contract.

5.3.1 The CONTRACTOR shall maintain the Certificate of Private Firefighting Unit for the duration of the contract.

5.3.2 Municipal Departments are exempt from 2.1.

5.3.3 All Private Firefighting Units are required to be certified pursuant to RSA 154 shall comply with the requirements of this part. **Exhibit "H"**

- 5.4 The CONTRACTOR shall provide and perform the functions of Fire Chief and/or Manager of Fire Service at the airport with a minimum of fifteen (15) full time equivalent, Fire/Fire Safety/Security personnel to perform the contractual services as hereinafter set forth and for the purpose of qualifying this AIRPORT under Federal Aviation Regulation (FAR) Part 139 entitled "Certification of Airports" as amended, the Federal Aviation Administration Advisory Circulars

pertaining to Airport Rescue and Firefighting, and applicable regulations under Transportation Security Administration (TSAR) Part 1542.

- 5.5 The CONTRACTOR shall furnish and the bid shall be based on a minimum of four (4) qualified personnel per shift which shall include one (1) supervisory officer to oversee the Airport Rescue & Firefighting (ARFF) operation from 0600 to 0600 (24 hours) daily. One additional position will be staffed by the full time Fire Chief who is permanently assigned to the AIRPORT. He/she shall execute his/her duties during normal business hours and any other hours required by circumstances. To clarify staffing, the CONTRACTOR will provide four (4) personnel plus the Chief during normal business hours. Of the four (4) people, one must be an officer/station supervisor. Four (4) personnel, including an officer/station supervisor, all other shifts. (see chart page 19)
- 5.6 One of the above persons, qualified, as hereinbefore defined, in ARFF and Fire/Safety/Security shall conduct roving security patrols which may vary in number and duration, as directed by the AIRPORT. The AIRPORT to provide the security vehicle. The patrols shall be conducted of the entire AIRPORT and industrial complex or as directed by the AIRPORT. This person may be required to cease patrol duties and respond to incidents/accidents immediately upon notification by the ARFF station, FAA Air Traffic Control Tower, Airport Communications Center, or Airport Operations.
- The CONTRACTOR shall make daily written reports to the Airport Administration office of the activities of this patrol. This roving patrol may be expected to cover approximately thirty (30) miles in six (6) rounds or more, as required by the AIRPORT each 24-hour period.
- 5.7 The CONTRACTOR shall perform contractual services according to accepted National Fire Protection Standards as they relate to Aircraft Rescue and Firefighting as well as New Hampshire Fire Standards, and shall also perform contractual services and comply with the requirements of the FAA and TSA as hereinabove set forth. Determination of compliance with all the provisions of this contract shall rest solely with Manchester•Boston Regional Airport.
- 5.8 The CONTRACTOR shall make security field checks, to the satisfaction of Manchester•Boston Regional Airport at such times as directed by Airport Management or FAA personnel. Upon request by Airport Management or Designee or FAA officials, Airport Rescue & Firefighting personnel will, while in service, assist with removing debris (FOD), and/or trespassers from the aircraft operations area.
- 5.9 The CONTRACTOR'S personnel shall, upon discovery, immediately report to the proper authorities any unsafe condition or other matter or circumstance that may cause, or is causing injury or may cause, or is causing damage to person or property.
- 5.10 The CONTRACTOR shall, under the direction of Airport Management or Designee, participate in the enforcement of Airport rules and regulations, including security rules and regulations as they exist, or may be promulgated in the future.
- 5.11 It is deemed inappropriate and unacceptable for the CONTRACTOR or any of its personnel to issue any public statements with respect to any incident/accident occurring at the AIRPORT and,

therefore, CONTRACTOR and its personnel are specifically prohibited from issuing or making any statement of any kind, with respect to an incident, or accident, or security matter, except when requested to do so by Airport Management.

- 5.12 The CONTRACTOR shall maintain the ARFF vehicles and equipment in a clean, neat and serviceable. Daily inspection of such vehicles and equipment must be made and reports of inspection kept. All discrepancies shall be reported in writing, daily, to the Airport Director or designee. The Airport Maintenance Superintendent will coordinate vehicle inspections and repairs with the Airport Equipment Superintendent.

5.12.1 The AIRPORT will supply the following ARFF vehicles for response and operational purposes:

2010 Oshkosh T-3000, 3000 gal capacity

2000 Oshkosh T-3000, 3000 gal. capacity, with High Reach Turret

1989 Oshkosh T-1500 truck, 1500 gal. capacity with 700 lbs. PPK

2003 Ford F550, 250 gallons of water, 500 lbs. Potassium based dry chemical.

The 1989 Oshkosh T- 1500 trucks will serve as a backup unit for Airport certification purposes.

- 5.13 The CONTRACTOR is responsible for maintaining and recharging the self-contained breathing units using the existing airport cascade system. Requests for replacements and repairs shall be made to the Manager, Airport Operations. When approved, the repair or replacement costs will be covered by the Airport.
- 5.14 Equipment repairs shall be made at the expense of Manchester•Boston Regional Airport and only with prior approval from Manchester•Boston Regional Airport.
- 5.15 The CONTRACTOR shall be liable for all damage to vehicles, equipment, and property caused by the negligence of its agents, servants or employees. The CONTRACTOR shall ensure all vehicles, equipment and personnel paid for by Manchester•Boston Regional Airport remain within the confines of AIRPORT property unless prior approval is received from Airport Management.
- 5.16 The Airport Operations/ARFF Facility shall be maintained in a neat and clean appearance by the CONTRACTOR. The CONTRACTOR shall be responsible for the removal of snow and ice which would interfere with operational effectiveness of the facility.
- The AIRPORT will furnish small items such as light bulbs, restroom and cleaning supplies and janitorial supplies. The CONTRACTOR shall maintain all ARFF assigned areas as well as common areas of the Operations/ARFF facility.
- 5.17 The minimum mandatory requirements and qualifications for the Fire Chief/Manager, Officer/Station Supervisor, and the Fire/Fire Safety/Security Officer are contained in Appendix “A” attached.

- 5.18 The CONTRACTOR shall be responsible for employee training or testing required by federal, state, or local rules or regulations in order to meet existing compliance requirements in regard to the positions or the minimum operational requirements. The ARFF/Security training curriculum shall be available at all times for inspection and review by the Airport. The CONTRACTOR shall manage the training line item within the proposed ARFF Budget.

CDL-B licenses: Possession of these licenses is required under the minimum mandatory requirements for qualifications as contained in Appendix "A". In accordance with the Emergency Service Exemption Rule, the contractor, a certified fire company servicing the City of Manchester Department of Aviation and acting as a municipal airport fire department, will operate under this exemption. In the event that this Exemption Rule is changed, future costs or requirements for CDL-B training, medical physicals, driver alcohol and drug testing shall be borne by Manchester•Boston Regional Airport.

- 5.19 The CONTRACTOR shall ensure that personnel are provided with adequate uniforms consistent with standard fire department wear. Full time employees shall each be provided with (1) winter coat which is to be used when performing the security detail. CONTRACTOR shall ensure that such uniforms are maintained in a clean and neat appearance and are replaced as required to maintain a professional appearance. The CONTRACTOR shall manage the uniform line item within the proposed ARFF Budget. In the event that regulations and PPE requirements change the AIRPORT will provide compliant gear and protective equipment.
- 5.20 The AIRPORT supplies a stove, refrigerator, sink, and microwave. CONTRACTOR shall insure that, in addition to fully loaded ARFF vehicles, a minimum of (1000) one thousand gallons of extinguishing foam will be on hand or on order at all times. Subject to prior order authorization in writing, Manchester•Boston Regional Airport will be responsible for payment of foam purchases.
- 5.21 The AIRPORT shall supply and maintain a copy machine to be used for the duplication of reports, training materials, or other required forms or paperwork.
- 5.22 The CONTRACTOR shall supply such materials and supplies as necessary for use with such copier as well as supply and maintain adequate paper and office supplies to carry out the ARFF/Security mission.
- 5.23 The CONTRACTOR shall supply and maintain training equipment as appropriate and required to effectively carry out the training aspects of the contract -e.g.- monitor, projector for PowerPoint presentations, screen, etc.
- 5.24 The AIRPORT will provide a network computer for official ARFF business. The CONTRACTOR will provide its own computer system and accessories for the conduct of other administrative business.
- 5.25 The CONTRACTOR shall be familiar with Manchester•Boston Regional Airport's Airport Certification Manual/Emergency Program and applicable portions of the Airport Security Program as they relate to ARFF and security functions in the following areas, as example, but not limited to:

Aircraft Accident	Disabled Aircraft
Personal Injury and Illness	Bomb Threats and Hoax
Structural Fires	Natural Disasters
Civil Disturbances	Aircraft Hijack
Radiation Accident or	Hazardous Material
Nuclear Attack	Security Violation/Breach
Security of the Perimeter	Security of the Aircraft Operations Area

- 5.26 Determination of compliance with all the provisions of this contract shall rest solely with Manchester•Boston Regional Airport.
- 5.27 To meet the requirements of 14 CFR Part 139, CONTRACTOR must annually submit a letter to the Airport certifying that the contractor meets and exceeds the applicable requirements of Part 139 and will continue to meet and exceed these requirements.
- 5.28 Mutual Aid - The AIRPORT has equipment which may be made available for mutual aid. When this equipment is to be sent off AIRPORT, a replacement fire officer must be called in to maintain the minimum four (4) person coverage. Airport Management must be notified immediately.
- 5.29 Information Provided by or on Behalf of the AIRPORT. CONTRACTOR shall assess all risks related to providing ARFF services and independently verify and confirm all information supplied to it by or on behalf of the Airport and upon which CONTRACTOR elects to rely in connection herewith. Except as may reasonably be requested by CONTRACTOR, or as is expressly permitted by this PROPOSAL and General Conditions, CONTRACTOR shall have no right to relief hereunder, or to make any claim against the AIRPORT, or to seek any adjustment to compensation as the result of any error, omission, or insufficiency relating to any information provided to CONTRACTOR by or on behalf of the AIRPORT in connection with this PROPOSAL.
- 5.30 Responsibility for Personnel Contractor-Related Entities. All obligations of CONTRACTOR hereunder shall be performed by Contractor-Related Entities. CONTRACTOR shall be fully responsible, in accordance with the terms and conditions of the PROPOSAL Documents, for all Work performed by Contractor-Related Entities.

CONTRACTOR shall, as between itself and the AIRPORT, be responsible and liable to the AIRPORT for, and not relieved of, its obligations under the PROPOSAL Documents by, the acts, omissions, breaches, defaults, non-compliance, negligence, willful misconduct, or other legal fault of each Contractor-Related Entity and all references in this PROPOSAL to any act, omission, breach, default, non-compliance, negligence, willful misconduct, or other legal fault of CONTRACTOR will be construed accordingly to include any such act, omission, breach, default, non-compliance, negligence, willful misconduct or other legal fault committed by any other Contractor-Related Entity.

- 5.31 Designated Representative. The individual identified in **Exhibit “D”** as the “Designated Representative” shall, until further designation under this Section, act as the designated representative of CONTRACTOR with respect to this PROPOSAL and shall coordinate with the Assistant Airport Director, Operations and Facilities, as to administrative matters under this PROPOSAL. CONTRACTOR may replace the individual designated as its representative under this PROPOSAL from time to time by written notice to the AIRPORT, subject to the reasonable approval of the AIRPORT. CONTRACTOR shall replace the individual designated as its representative under this PROPOSAL at any time upon written notice by the AIRPORT in the AIRPORT’S reasonable discretion. Any individual designated as the representative of CONTRACTOR under this PROPOSAL shall have sufficient qualifications and experience to serve as CONTRACTOR’S representative hereunder and shall be vested with the authority to act on behalf of CONTRACTOR, to receive notices on behalf of CONTRACTOR and to make binding decisions with respect to the performance of the service. The designated representative shall be the AIRPORT’S primary contact for the performance and delivery and shall be available, as required, for the benefit of the AIRPORT.

SECTION 6.0

6.0 PROPOSAL COMPENSATION

6.1. General Payment Requirements.

In addition to the Airport’s other rights and any provision hereof to the contrary notwithstanding and to the extent reasonably necessary to protect itself, AIRPORT shall not be obligated to make any payment (whether a progress payment or final payment) to CONTRACTOR hereunder if any one or more of the following conditions exist:

6.1.1 CONTRACTOR is in breach or default under this PROPOSAL;

6.1.2 Any part of such payment is attributable to services, which are not performed in accordance with this PROPOSAL; provided, however, such payment shall be made as to the part thereof attributable to services which were performed in accordance with this PROPOSAL;

6.1.2 CONTRACTOR has failed to make payments promptly to Subcontractors or other third parties used in connection with the services for which AIRPORT has made payment to CONTRACTOR; or,

6.1.3 Nothing contained herein require the Airport to pay CONTRACTOR an aggregate amount exceeding the PROPOSAL Price.

6.1.4 CONTRACTOR shall promptly pay all bills validly due and owing for labor in connection with the manufacture and delivery of service.

SECTION 7.0

7.0 REPRESENTATIONS AND WARRANTIES

7.1. Representations and Warranties of the AIRPORT.

7.1.1 The Airport is the Department of Aviation in the City of Manchester, with full legal right, power and authority to enter into and to perform its obligations under this PROPOSAL.

7.1.1 This PROPOSAL has been duly authorized, executed and delivered by all necessary action of the AIRPORT and constitutes a legal, valid, and binding obligation of the AIRPORT, enforceable against the AIRPORT in accordance with its terms.

7.2.1 Representations and Warranties of CONTRACTOR.

7.2.2 CONTRACTOR is duly organized, validly existing and in good standing. CONTRACTOR has the authority to do business in the State of New Hampshire and in any state in which it conducts its activities, with the full legal right, power and authority to enter into and perform its obligations under this PROPOSAL.

This PROPOSAL has been duly authorized, executed and delivered by all necessary corporate action of CONTRACTOR and constitutes a legal valid and binding obligation of CONTRACTOR, enforceable against CONTRACTOR in accordance with its terms, except to the extent that its enforceability may be limited by the Bankruptcy Code or by equitable principles of general application.

7.2.3 To the best of its knowledge after due inquiry, neither the execution nor delivery by CONTRACTOR of this PROPOSAL nor the performance by CONTRACTOR of its obligations in connection with the transactions contemplated hereby nor the fulfillment by CONTRACTOR of the terms or conditions hereof: (a) conflicts with, violates, or results in a breach of any constitution, law, governmental regulation, by-laws, or certificates of incorporation applicable to CONTRACTOR; or, (b) conflicts with, violates or results in a breach of any order, judgment, or decree, or any PROPOSAL, agreement, or instrument to which CONTRACTOR is a party or by which Contractor or any of its properties or assets are bound, or constitutes a default under any of the foregoing.

7.2.4 No approval, authorization, order or consent of, or declaration, registration, or filing with, any Governmental Authority is required for the valid execution and delivery of this PROPOSAL by CONTRACTOR except as such have been duly obtained or made.

7.2.5 Except as disclosed in writing to the AIRPORT, there is no legal proceeding, at law or in equity, before or by any court, arbitral tribunal, or other Governmental Authority pending or, to the best of CONTRACTOR'S knowledge after due inquiry, overtly threatened or publicly announced against CONTRACTOR, in which an unfavorable decision, ruling, or finding could reasonably be expected to have a material and

adverse effect on the execution and delivery of this PROPOSAL by CONTRACTOR or the validity, legality, or enforceability of this PROPOSAL against CONTRACTOR, or any other agreement or instrument entered into by CONTRACTOR in connection with the transactions contemplated hereby, or on the ability of CONTRACTOR to perform its obligations hereunder or under any such other agreement or instrument.

- 7.2.6 Except as disclosed in writing to the Airport, there are no material and adverse claims or demands based in environmental, proposal, or tort law pending or threatened against CONTRACTOR or any of its Affiliates that would have a material and adverse effect upon the ability of CONTRACTOR to perform the Work.
- 7.2.7 Neither CONTRACTOR nor any of its Affiliates has any knowledge of any material violation of any law, order, rule, or regulation.
- 7.2.8 The information supplied and the representations and warranties made by CONTRACTOR in all submittals made in response to the RFP with respect to CONTRACTOR (and to its knowledge, all information supplied in such submittals with respect to any Affiliate or Contractor's-Related Entity) are true, correct, and complete in all material respects.
- 7.2.9 CONTRACTOR is under no obligation, commitment or impediment of any kind, whether contractual or otherwise, that will limit or prevent performance of its obligations under this PROPOSAL.
- 7.2.10 CONTRACTOR is financially secure and no action relating to the Bankruptcy Code or suspension of payments by CONTRACTOR or any Affiliate has, to the best of its knowledge after due inquiry, been taken or is threatened.
- 7.2.10 CONTRACTOR: has examined, carefully studied, and thoroughly understands the PROPOSAL Documents and any referenced materials and their obligations there under.
- 7.2.11 CONTRACTOR has become familiar with and is satisfied as to the general, local, and delivery conditions that may affect cost, progress, and performance of the delivery;
- 7.2.12 CONTRACTOR is familiar with and is satisfied as to all Applicable Laws that may affect cost, progress, and performance of the service;
- 7.2.13 CONTRACTOR warrants that it shall perform all ARFF Services in a good and workmanlike manner, meeting the standard of quality prevailing in service. CONTRACTOR shall perform all work using trained and skilled persons having substantial experience performing the work. With respect to personnel and positions provided in their RFP, the CONTRACTOR warrants:
 - 7.2.13.1 that all positions are filled by offering existing personnel opportunities title, design, material, and workmanship.

- 7.2.13.2 that each position meets or exceeds PROPOSAL's specifications and requirements for the service, or in the case of municipal entities with the CBA in effect at the time of PROPOSAL submission.
- 7.2.13.3 that each position is compensated in accordance to proposal's specification and existing personnel filling positions are provided the opportunity to remain and become employees of new service provider.

SECTION 8.0

8.0 BID REQUIREMENTS:

- 8.1 Bids not conforming with the following requirements may be rejected:
 - 8.1.1 Bids will consist of, and shall be made on either the attached Bid Form or format substantial comparable.
 - 8.1.2 A pre-bid meeting is scheduled for Wednesday, February 20, 2019 at 10:00 A.M. local time at the Airport Administration Office. Prospective bidders MUST attend the pre-bid meeting. Bids will not be accepted from companies which do not attend.
 - 8.1.3 CONTRACTORS must submit a completed Company Questionnaire **Exhibit 'E'** and submit a statement of their experience in the conduct of AIRPORT RESCUE & FIREFIGHTING (ARFF) SERVICE, a current financial statement and a comprehensive description of the proposed method of providing AIRPORT RESCUE & FIREFIGHTING SERVICE, all substantially in the form attached to these documents. Each CONTRACTOR should furnish any additional data, exhibits, or statements which they deem essential and pertinent to assure total understanding and evaluation by Manchester•Boston Regional Airport.
 - 8.1.4 CONTRACTOR must submit with the bid, resumes of the proposed Fire Chief and Command Officers for review as part of the bid. Award of Contract shall be based on review of proposed personnel, company experience, meeting the bid package submitted, and cost to administer service.
 - 8.1.5 Contractor must submit with the bid, a salary schedule provided for the hourly employees. Contract to list proposed benefits. Recommended wage rates are noted in **Exhibit "C"**. Proposed wage rates must meet or exceed the minimums as stipulated.
 - 8.1.6 Bids must be submitted in such a manner as to make them complete and free from ambiguity, without alterations and erasures and must be properly signed by the CONTRACTOR or its legally authorized officer or agent. In the event of a discrepancy between the dollar amount written and that given in figures on the Bid Form, the amount in writing will be considered the bid.
 - 8.1.7 The Bid Form and all other data and information required by these instructions must be submitted in a sealed envelope clearly identified as "AIRPORT RESCUE &

FIREFIGHTING SERVICE”.

8.2 BID PRICE:

The amount to be shown as the bid price on the Bid Form in Item I is to be the Year 1 bid price. The year 1 bid price for the purpose of this bid will include the term from July 1, 2019 to June 30, 2020 to administer the AIRPORT RESCUE & FIREFIGHTING SERVICE. The procedure for calculating subsequent years of the contract is described how in Section 32.2 and illustrated in Appendix “B”.

8.3 BID OPENING:

Bids will be publicly opened and read as specified in the Invitation to Bid, with all interested persons invited to attend. Any bid received after the scheduled time for receipt of such bids will be returned to the CONTRACTOR unopened.

SECTION 9.0

9.0 BADGE HOLDER REQUIREMENTS AND RESPONSIBILITIES:

TSA approved security program for AIRPORT requires that each person issued a AIRPORT security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of AIRPORT.

- 9.1 All persons within the restricted air operation areas of AIRPORT are required to display, on their person, a AIRPORT security badge; unless they are specifically exempted for safety reasons or they are under escort by a properly badge individual. Each AIRPORT employee, AIRPORT CONTRACTOR, subcontractor or tenant employee who has been issued a AIRPORT security badge is responsible for challenging any individual who is not properly displaying a AIRPORT issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid AIRPORT security badge must immediately be referred to the Communication Center (603) 624-6349 and request LEO for proper handling.
- 9.2 AIRPORT security badge is the property of AIRPORT and must be returned upon termination of CONTRACTOR personnel employment and/or termination, expiration or completion of CONTRACT. The loss of a badge shall be reported within 24 hours to the Security Office (603) 624-6349. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement will be at the current posted rate located in the Security Office. A report shall be made before a replacement badge will be issued.
- 9.3 AIRPORT security badge is nontransferable.
- 9.4 In the event that a CONTRACTOR’S badge is not returned to AIRPORT upon termination of CONTRACTOR personnel employment and/or termination or expiration of CONTRACT, a fine of \$250.00 per badge will be charged to CONTRACTOR. CONTRACTOR’S final payment may be held by AIRPORT or a deduction from CONTRACTOR’S payment(s) may be made to ensure that funding is

available to cover the fine in the event that badges are not returned.

- 9.5 CONTRACTOR shall submit the names, addresses, and driver's license numbers for all CONTRACTOR personnel who will be engaged in work under this CONTRACT to AIRPORT within seven (7) days after award of CONTRACT or within seven (7) days before the start of any new CONTRACTOR personnel and/or prior to the start of any work.
- 9.6 No worker shall be used in performance of this work that has not passed the background check.

SECTION 10.0

10. STAFFING LEVEL REQUIREMENTS

- 10.1 It is imperative that CONTRACTOR be fully aware of all services outlined in this Scope of Work. CONTRACTOR must supply sufficient staffing levels to support all services continuously, and have additional staff prepared and trained to cover sick days and vacations for CONTRACTOR'S personnel.
- 10.2 CONTRACTOR shall provide the following staffing levels, per shift, for ARFF services. In the event Airport activity increases significantly and the AIRPORT is required to increase the AIRPORT'S ARFF Index CONTRACTOR will provide pricing for these services as well. Staffing requirements are detailed below for each 24-hour period. ARFF Chief position listed below is expected to work an administrative shift not less than 40 hours per week, and shall be available for emergency recall.

REGULAR/DAILY STAFFING	
Classification	Schedule
1 Chief Officer/Manager	M-F – Days Administrative position
1 Fire Officer	Each Shift
3 Firefighters	Each Shift
All staff positions must be EMT-Basic certified	

SECTION 11.0

11.0 QUALIFICATIONS FOR ARFF PERSONNEL

Listed below are the minimum qualifications as required by AIRPORT. CONTRACTOR may require additional qualifications for all personnel above and beyond AIRPORT'S requirements at the discretion of CONTRACTOR. CONTRACTOR shall provide AIRPORT with a certification of each employee's experience and training.

11.1 GENERAL REQUIREMENTS OF ALL PERSONNEL

- 11.1.1. Must be at least 18 years of age.

- 11.1.2. Must possess a high school diploma or equivalent.
- 11.1.3. Must be fluent in English, both verbal and written.
- 11.1.4. Must be able to pass a fingerprint based criminal history record check (CHRC) in accordance with 49 CFR 1542 and TSA Security Threat Assessment (i.e. SIDA Badge eligibility).
- 11.1.5. If any employee is arrested for a disqualifying crime as defined by the TSA or felony during his or her tenure at AIRPORT, AIRPORT must be notified immediately and the individual will not perform duties under this CONTRACT pending final resolution of the investigation by law enforcement agencies.
- 11.1.6. Must complete National Incident Management System (NIMS) Incident Command System (ICS) 100, 200, 700, 800.
- 11.1.7. Must have acquired and maintain New Hampshire State EMT and Hazardous Materials Operations Level Certifications.
- 11.1.8. Must complete any other training courses as needed and requested by AIRPORT, to include recurrent training.
- 11.1.9. Must have the ability to exercise sound judgment and render immediate, appropriate decisions under stressful situations.
- 11.1.10. Maturity in conduct, behavior and attitude.
- 11.1.11. Ability to take orders, follow instructions accept and assume responsibility for one's actions.
- 11.1.12. Alertness, attentiveness and professional conduct. Ability to recognize, respond and take appropriate actions during emergency situations.
- 11.1.13. Must be courteous in interpersonal interactions with the general public, Airport, and tenants.
- 11.1.14. Must be well groomed and neat in appearance.

11.2. ARFF CHIEF OFFICER REQUIREMENTS

- 11.2.1 Experience.
 - Must have experience of rescue and firefighting techniques at a commercial and/or military airport.
- 11.2.2 Knowledge
 - Knowledge and understanding of Federal, State and local laws, regulations and procedures governing ARFF responsibilities.
- 11.2.3 Duties and Responsibilities
 - 11.2.3.1 Ability to make decisions under emergency conditions that affect lives, safety and property of others.
 - 11.2.3.2 Ability to supervise, to direct and to coordinate public safety personnel.

- 11.2.3.3 Ability to prepare explicit detailed reports on public safety work.
- 11.2.3.4 Ability to establish and maintain professional working relationships with Airport, emergency responders, tenants and the general public.
- 11.2.3.5 Under the general oversight of Airport, serve as the ARFF Chief at AIRPORT.
- 11.2.3.6 Is subject to emergency recall in the event of an incident requiring ARFF services. ARFF Chief must possess a cellular phone internet/e-mail accessible handheld device in order to be contacted by and respond to Airport management 24 hours per day, 7 days per week. ARFF Chief must respond immediately to a call.
- 11.2.3.7 Attend and participate in Airport designated safety and security meetings, and actively participate in drill planning and execution. Effectively manage the general public, tenants, and Airport.
- 11.2.3.8 Investigate and resolve all complaints made against CONTRACTOR'S personnel, keep detailed records of all actions taken, and regularly submit written reports to Airport.
- 11.2.3.9 Layout, assign, schedule and coordinate the work of firefighters.
- 11.2.3.10 Supervise ARFF staff in the care and maintenance of the Fire Station and all ARFF Equipment.
- 11.2.3.11 In conjunction with Airport staff, develop standard operating procedures governing responses to and operations for any ARFF related incidents, aircraft accidents and or rescue for on / off airport.
- 11.2.3.12 Respond to incidents and take command of public safety activities, including assessment of the techniques to be employed in any ARFF related incidents.
- 11.2.3.13 Recommend and implement new or revised departmental regulations and procedures.
- 11.2.3.14 Assist in developing and updating mutual aid plans for public safety operations with Airport and local officials.
- 11.2.3.15 Be responsible for the documentation of daily ARFF vehicle inspection, related ARFF equipment and ARFF facility inspections.
- 11.2.3.16 Assist AIRPORT in the development of technical specifications for any equipment or supplies not covered under CONTRACT or as a result of changing regulations.
- 11.2.3.17 Keep records and prepare reports as directed.
- 11.2.3.18 Coordinate, assist, and direct activities as required by Federal, State and local agencies in matters relating to ARFF activities.
- 11.2.3.19 Ensure the appropriate training of all ARFF personnel and maintain documentation of all training. The ARFF Chief shall be directly responsible

for ARFF Training Program in its entirety.

11.2.3.20 Review and post all training reports.

11.2.3.21 Update all training records as needed.

11.2.3.22 Schedule and conduct special training and drills to ensure the readiness of all ARFF personnel.

11.2.3.23 Conduct all training as required by FAA to ensure continuous compliance with the FAA established ARFF training requirements.

11.2.3.24 Conduct and make available to all Airport tenants, an existing FAA-approved Mobile Fueler Training course.

11.3 SHIFT OFFICER REQUIREMENTS

11.3.1 Experience

11.3.1.1 Five (5) years' experience as a Firefighter.

11.3.1.2 Sufficient experience to lead in a supervisory role.

11.3.1.3 Sufficient experience to serve in a supervisory or lead role directing staff responding to emergency situations.

11.3.2 Knowledge

11.3.2.1 Knowledge of the operation of ARFF vehicles and equipment.

11.3.2.2 Knowledge of the FAA regulations governing ARFF services at a commercial service airport.

11.3.2.3 Knowledge of FAA requirements for ARFF training and record management.

11.3.3 Duties and Responsibilities

11.3.3.1 Respond to aircraft incidents at the Airport; make decisions determining the best method of response.

11.3.3.2 Serve as the Incident Commander until relieved, implementing command and control while exercising ICS principles.

11.3.3.3 Respond to hazardous materials (HAZMAT) incidents and determine the best method of response.

11.3.3.4 Assure continuous ARFF Program readiness including equipment, personnel and training.

11.3.3.5 Provide direction to subordinate personnel on the assigned shift.

11.3.3.6 Provide effective supervision of staff responding to emergency situations.

11.3.3.7 Train, document and continuously test ARFF personnel to ensure compliance with FAA requirements.

11.3.3.8 Ensure, at minimum, quarterly inspections of mobile fueling

equipment, fuel storage facilities and provide related training to AIRPORT and Airport staff and tenants as directed.

11.4 EMERGENCY MEDICAL TECHNICIAN REQUIREMENTS

11.4.1 Experience

11.4.1 Certified EMT as defined in Health & Safety Code Section 1791.84.

11.4.2 Knowledge

11.4.2.1 Completed and is currently certified as EMT and physically able to respond to medical emergencies.

11.4.2.1 Possess current licenses/certifications and credentials as required by the State of New Hampshire and County of Hillsborough.

11.6.2.3 Completed training meeting the requirements of 14 CFR 139.319.

11.4.3 Duties and Responsibilities

11.4.3.1 EMT may be required to respond to various locations throughout the Airport within minimum response times to provide medical services to AIRPORT, tenants or passengers.

SECTION 12.0

12.0 CONTRACTOR RESPONSIBILITIES

- 12.1 It is anticipated that the CONTRACT between AIRPORT and CONTRACTOR will be fully executed in April, 2019 to allow CONTRACTOR time to prepare for CONTRACT start date of July 1, 2019. Prior to the start date, CONTRACTOR and its staff will be required to attend FAA training, and in addition, three (3) weeks of Airport and Aircraft familiarization training, along with staff meetings to be held at MHT. CONTRACTOR will also be required to have complete familiarization with the Airport, its facilities, and be prepared to fully comply with all CONTRACT provisions two (2) weeks prior to the start date.
- 12.2 CONTRACTOR shall perform its contractual obligations in accordance with the highest standards and comply with any and all requirements of all federal, state, or local statutes, ordinances, regulations and standards including, but not limited to, rules and regulations promulgated from time to time by the Airport.
- 12.3 CONTRACTOR shall be required to provide trained personnel who shall meet all requirements under FAA FAR Part 139 entitled, "Certification of Airports", current edition, and NFPA recommended Practices and Standards and or as awarded.
- 12.4 CONTRACTOR shall make corporate management personnel immediately available to AIRPORT 24 hours per day, every day of the year.
- 12.5 All personnel shall be employees of CONTRACTOR. CONTRACTOR shall pay all

salaries, including all Federal, State, and local taxes or other incidental expenses relating to such employees.

- 12.6 CONTRACTOR shall immediately remove from duty any employee whom the AIRPORT deems not to meet any of the terms and conditions of this CONTRACT. Upon such removal, CONTRACTOR shall replace the employee with another qualified individual. At no time shall the staffing level be allowed to go below the required level as set forth in this CONTRACT.
- 12.7 In the event that a vehicle is taken out of service, CONTRACTOR must notify AIRPORT immediately. CONTRACTOR shall develop and maintain a maintenance checklist, in accordance with manufacturer's recommendations, for each vehicle. This checklist must meet NFPA, FAA and the manufacturer's requirements for service for each specific piece of apparatus and or equipment. A regular program of washing and waxing the apparatus and equipment shall be made and included in the service checklist and performed by CONTRACTOR.
- 12.8 CONTRACTOR'S employees shall not communicate with the media or outside organization regarding their work at the Airport without the express permission of the Airport Director.
- 12.9 ARFF Fire Chief and his staff are expected to develop and maintain good working relationships with all Airport, tenant representatives, other Federal, State, local governmental representatives.
- 12.10 CONTRACTOR shall provide an annual medical physical program for their personnel. CONTRACTOR shall be responsible for physician, laboratory, medical and technical support for said program. CONTRACTOR shall establish a formal physical fitness program for their employees. CONTRACTOR shall provide all required physical fitness equipment necessary to carry out the physical fitness program. CONTRACTOR shall insure compliance with the physical fitness program by instituting an oversight/audit program. CONTRACTOR shall maintain all medical and physical fitness records.
- 12.11 CONTRACTOR shall institute and maintain an employee occupational health and safety program. This program shall provide employees with a means to report health and safety concerns and receive resolution of those concerns in a timely manner. This program shall provide monthly safety training, shift safety briefs, and ensure that no reprisals for reporting of safety violations exist. CONTRACTOR shall maintain records on all safety training and shift safety briefs. CONTRACTOR shall maintain files of all health safety concerns and how those concerns were addressed.
- 12.12 CONTRACTOR shall develop reporting forms such as training records; log books, and for all other record retention related to ARFF functions or additional services. These records are to be kept on Airport premises and made readily available for inspection by Airport Administration, FAA, NTSB and New Hampshire Department of Transportation - Division of Aeronautics. CONTRACTOR shall ensure that complete and proper reports are submitted as required to Airport.
- 12.13 CONTRACTOR shall maintain a log of all response activity, and by type of activity.

Such information shall be provided on a monthly basis as requested with an annual report to COUNTY.

SECTION 13.0

13.0 CONTRACTOR EMERGENCY RESPONSE AND COORDINATION

- 13.1 CONTRACTOR shall provide services in compliance with the Airport Certification Manual, Emergency Plan and Airport Security Program as it applies to ARFF services in the following areas including, but not limited to:
 - 13.1.1 Aircraft Incidents and Accidents
 - 13.1.2 Terrorism Incidents
 - 13.1.3 Fuel Farm and Fuel Storage Area Fires
 - 13.1.4 Natural Disasters
 - 13.1.5 Hazardous Materials Incidents
 - 13.1.6 Sabotage, Hijack, and other Unlawful Interference with Airport Operations
- 13.2 CONTRACTOR shall respond to all emergencies within the Airport boundary to render assistance in strict compliance with the Airport Emergency Plan, Airport Certification Manual, and Mutual Aid Agreements, and as further defined in the ARFF Station Standard Operating Procedures to be developed in agreement with Airport.
- 13.3 CONTRACTOR shall respond to emergencies outside of the Airport boundary to render assistance in strict compliance with the Airport Emergency Plan, Airport Certification Manual, and Mutual Aid Agreements and as further defined in the ARFF Standard Operating Procedures.
- 13.4 CONTRACTOR shall assist in providing emergency egress to passengers involved in accidents/incidents at the Airport.
- 13.5 CONTRACTOR's personnel shall respond to medical emergencies on Airport premises, including but not limited to the Airport passenger terminal. CONTRACTOR'S personnel must be trained, certified as Emergency Medical Technicians (EMT) and able to provide Basic Life Support (BLS) of such incidents. CONTRACTOR'S personnel will coordinate efforts with Airport Law Enforcement personnel, Manchester and Londonderry Fire Departments, and ambulance personnel who arrive on scene, and will either remain on scene or be relieved by other responders as appropriate. This service is to be provided as part of the CONTRACT and CONTRACTOR will not be allowed to bill the person to whom medical services are provided. CONTRACTOR will be responsible for the expense of all Emergency Medical Services (EMS), related EMT training, certification and re-certification and maintenance of all Emergency medical equipment. AIRPORT will be responsible for all supplies. AIRPORT will also be responsible for the re-supply of medical supplies and equipment for ARFF and EMS Programs.
- 13.6 In emergency events, CONTRACTOR shall assist the AIRPORT with any support functions associated with that emergency.

- 13.7 CONTRACTOR shall further respond as directed by the AIRPORT to any emergency, operational situation, or other event deemed by AIRPORT to response.
- 13.8 CONTRACTOR shall assist AIRPORT in developing and revising Mutual Aid Agreements, Airport Emergency Plans, emergency communication protocols, response protocols and similar emergency protocols and planning procedures.
- 13.9 CONTRACTOR shall assist the AIRPORT in all emergency planning activities and exercises as required by AIRPORT and the FAA.

SECTION 14.0

14.0 FIRE AND LIFE SAFETY INSPECTION AND SPECIAL PROGRAMS

14.1 FUEL STORAGE, HANDLING AND DISPENSING

14.1.1 CONTRACTOR personnel will inspect all fuel storage, handling, dispensing, facilities, and aircraft refueler vehicles as needed and/or on a quarterly basis, for compliance with Uniform Fire Code and FAA requirements. CONTRACTOR will work in cooperation with Airport fuel storage, operators handling, and dispensing facilities to ensure compliance with FAA requirements. The documentation of these inspections and corrective actions must be made available to AIRPORT, FAA or other governmental organization as directed by AIRPORT at all times.

14.2 AIRCRAFT REFUELER TRAINING

14.2.1 CONTRACTOR ARFF personnel will provide operating safety and fire prevention classes for aircraft refueler employees of Fixed Base Operators and Refueler Operators. AIRPORT is responsible for all costs and billing associated with these classes.

14.3 AIRPORT EMPLOYEE SAFETY TRAINING

14.3.1 CONTRACTOR will provide safety training including, and Fire Extinguisher use to Airport employees, air carrier and Fixed Base Operators at the Airport. Classes will be scheduled at the discretion of the ARFF Fire Chief Officer, based on the availability of resources and time commitments.

SECTION 15.0

15.0 CONTRACTOR'S OTHER DUTIES

- 15.1 CONTRACTOR shall provide an Operational, Safety and Security patrol of the Airport boundaries and facilities (e.g. the terminal, roads, parking lots) as request by AIRPORT.
- 15.2 On a daily basis, CONTRACTOR shall be a visible presence on the airfield and Airport premises by driving within the Airport boundaries.
- 15.3 CONTRACTOR shall participate in formal tours of the ARFF facilities, equipment and other components of the ARFF Program as requested by AIRPORT.
- 15.4 CONTRACTOR shall be required to perform and record testing of all equipment

containing dry chemicals, in accordance with manufacturer, FAA, and NFPA recommendations.

- 15.5 CONTRACTOR shall be required to perform and record refractometer testing of all equipment containing aqueous film forming foam agent at least annually, or as required by FAA Regulations.
- 15.6 At the request of AIRPORT, CONTRACTOR shall participate in community related events such as public outreach, parades, or similar activities.

SECTION 16.0

16.0 FACILITIES

16.1 FIRE STATION / OPERATIONS FACILITY

The Airport fire station is to be used by the CONTRACTOR in the provision of ARFF services. This facility including all utility services and repairs will be provided at no cost to CONTRACTOR. This facility is a joint use with Airport Operations/Maintenance. ARFF personnel must co-habitat harmoniously with Operations and Maintenance Staff.

16.2 FIRE STATION EQUIPMENT AND FURNISHINGS

Airport will provide necessary equipment and furnishings for the operation of the fire station and these items shall be the property of the Airport. CONTRACTOR, at its option and cost, may provide additional equipment or replacement items necessary for the operation of the fire station with Airport concurrence.

Such items shall remain the property of CONTRACTOR. The property and inventory tracking and management procedures of AIRPORT and CONTRACTOR will be used, as appropriate to ownership, for all designated property.

16.3 FIRE STATION/OPERATIONS CENTER SUPPLIES

AIRPORT will provide all facility supplies utilized at the fire station. Supplies are defined as non-controlled expendable items and housekeeping equipment. The cost of such items will be paid for by AIRPORT and budgeted annually.

SECTION 17.0

17.0 AIRPORT'S RESPONSIBILITIES FOR ARFF FIRE STATION

- 17.1 The AIRPORT retains all rights and access to the ARFF station, including, but not limited to, utilization as an Emergency Operations Center (EOC), relocation of Air Traffic Control services, training, storage, or to host AIRPORT sponsored events.
- 17.2 The AIRPORT shall be responsible for all phone service for its business functions. Said service shall have voice mail capability and multiple (at least two) available lines. Said service shall be compatible with the existing primary crash phone and land lines

from the Air Traffic Control Tower to the fire station. AIRPORT is responsible for installing the crash phone and business phones. AIRPORT will maintain the existing primary crash phone system. AIRPORT provided phones are not to be used for anything other than official business and are subject to audits by AIRPORT.

- 17.3 Any and all requests for changes, alterations and/or improvements shall be submitted to AIRPORT.
- 17.4 AIRPORT shall be responsible for the replacement, repair and maintenance of any all appliances including beds, stove, refrigerator, washing machine, dryer, etc.

SECTION 18.0

18.0 CONTRACTOR' S RESPONSIBILITIES FOR ARFF FIRE STATION / OPERATIONS CENTER

- 18.1 CONTRACTOR shall be responsible for the cleaning of the Airport Operations and ARFF building.
- 18.2 AIRPORT shall be responsible to provide personal bedding (e.g. pillows, sheets, blankets, comforters) and kitchen supplies.
- 18.3 CONTRACTOR shall ensure the building and immediate area which houses the fire equipment shall be maintained in a neat and clean appearance and condition at all times.
- 18.4 CONTRACTOR shall secure the ARFF facility and control unauthorized access to the Air Operations Area (AOA) at all times.
- 18.5 Upon expiration of CONTRACT, CONTRACTOR shall remove all CONTRACTOR owned appliances and furniture from the premises and return the station to its original condition within 14 calendar days, normal wear and tear excepted.

SECTION 19.0

19.0 REQUIRED APPARATUS AND EQUIPMENT

- 19.1 AIRPORT shall provide the ARFF vehicles required for the applicable ARFF Index including all equipment affixed to the ARFF vehicle.
- 19.2 CONTRACTOR shall be required to inspect the ARFF vehicles daily and report any vehicle discrepancies to AIRPORT immediately. Inspections shall be in accordance with all vehicle manufacturer recommendations. CONTRACTOR shall ensure that the vehicles are operating, equipped and carrying the appropriate quantities of water and chemicals, including, but not limited to ARFF, in accordance with the requirements of 49 CFR §139.317

SECTION 20.0

20.0 ARFF APPARATUS AND EQUIPMENT

- 20.1 The AIRPORT shall be responsible for providing ARFF apparatus to be operated by

CONTRACTOR personnel. Apparatus provided will include a full complement of ARFF specific equipment, including required personal protective equipment, communication equipment, rescue tools, and fire suppression agents.

- 20.2 The AIRPORT shall provide the number and type of ARFF apparatus required by FAA FAR 139.317 for AIRPORT and, in addition, one (1) ARFF heavy fire truck with at least 1,500 gallons of water capacity as a relief unit. Additional ARFF vehicles and support vehicles may be provided for use on Airport or by CONTRACTOR as authorized by Airport and ARFF Fire Chief Officer. All specialized ARFF apparatus purchased under FAA Part 139 requirements will meet the specifications described in the current FAA Advisory Circular for ARFF vehicles applicable at the time they are ordered or purchased.
- 20.3 CONTRACTOR is not obligated to provide ARFF specialized apparatus, or other fire apparatus for use on or by Airport, except as specified in this CONTRACT.
- 20.4 AIRPORT provided fixed asset equipment is provided in **SECTION 5.11.1** and may be modified as equipment is purchased or surplus.
- 20.5 **ARFF APPARATUS AND EQUIPMENT, MAINTENANCE**
Airport and CONTRACTOR shall service, maintain, and repair ARFF apparatus and equipment listed in **SECTION 5.11.1**. Regular apparatus and equipment preventive maintenance and repairs will be completed by AIRPORT.
- 20.6 **ARFF APPARATUS AND EQUIPMENT, REPLACEMENT**
CONTRACTOR and AIRPORT will regularly review the serviceability and performance of Airport ARFF apparatus. Recommended ARFF apparatus and equipment replacement will be identified during the annual CONTRACT development process of AIRPORT and CONTRACTOR.
- 20.7 **FUEL**
The Airport will provide all fuel for equipment, apparatus, and vehicles covered by this CONTRACT. CONTRACTOR will ensure all Airport provide fuel will be utilized for this CONTRACT only and no personal use will be permitted.

SECTION 21.0

21.0 TRAINING

- 21.1 All CONTRACTOR'S personnel must also successfully complete an Airport administered Movement Area Driver training and test as well as a practical test administered by AIRPORT personnel before driving on the AIRPORT movement areas. Recurrent training/testing is required annually in accordance with FAA FAR 139.
- 21.2 CONTRACTOR shall maintain copies of training reports, and on a timely basis, provide appropriate reports to Airport upon request.

SECTION 22.0

22.0 RECORDS, REPORTS AND AUDITS

Records and reports which relate to this CONTRACT shall be in writing and made available to AIRPORT. The format of all records and reports shall be approved by AIRPORT.

22.1 RECORDS

The following records shall be maintained by CONTRACTOR and may be requested by Airport to verify CONTRACTOR's requested payments:

22.1.1 Payroll records as required by local, state and federal laws.

22.1.2 Records required by 49 CFR, Part 139.

22.1.3 Training, drug-testing, personnel records, certifications/licenses.

22.1.4 Complaints, investigations and incident reports.

22.2 REPORTS

CONTRACTOR shall prepare inspection logs, complaint logs, activity logs, and accident and incident reports in a form approved by AIRPORT. CONTRACTOR produced forms are subject to AIRPORT approval. Accident and incident reports are deemed confidential and are the property of AIRPORT.

22.3 AUDITS

During CONTRACT period, AIRPORT reserves the right to audit, without prior notice, CONTRACTOR'S records related to this CONTRACT and prior to making final payment for the services rendered.

SECTION 23.0

23.0 REJECTION OR ACCEPTANCE OF BIDS:

23.1 At any time prior to the hour and date set for the opening of the bids, a contractor may withdraw his/her bid. Withdrawal of a previous bid will not preclude the submission of a subsequent bid prior to the hour and date set for the opening of bids. After the scheduled time for opening of bids, no contractor will be permitted to withdraw his/her bid, and in the absence of the CONTRACTOR'S specific qualifications to the contrary, the submission of a bid will constitute a valid offer, subject to acceptance by AIRPORT for a period of thirty (30) calendar days following the due date for bids.

23.2 The AIRPORT reserves the right to waive any irregularities in any bid, to reject any and all bids for whatever reason it deems sufficient, and/or to re-advertise for bids without disclosure of any reason.

23.3 Any bid which is incomplete, conditional, ambiguous, obscure, or which contains additions or alterations not called for, or irregularities of any kind, may be rejected for

such reason. In the event of the successful contractor's refusal to enter into an operations contract, the right is reserved to accept the proposal of any other contractor without re-advertisement.

- 23.4 In the event it is necessary to re-bid the contract, the current contract shall be extended to December 31, 2019 to allow adequate time for the re-bid process.
- 23.5 Bid Proposal and Contractor submissions will be reviewed and evaluated based upon proposal responsiveness, qualifications, experience and questionnaire, Proposed Budget and Administration Fees.
 - 23.5.1 Each evaluation criteria are given a percent weight as depicted in Exhibit "G".
- 23.6 The Airport shall select 1 or more companies for further review and consideration based upon the evaluations criteria.

SECTION 24.0

24.0 NOTICE OF AWARD:

- 24.1 It is anticipated that AIRPORT will give Notice of Award of the contract to the successful contractor within five (5) business days after the bid opening. However, AIRPORT reserves a period of thirty (30) calendar days after such opening during which time the notice may be given.

SECTION 25.0

25.0 ADDENDA:

- 25.1 Should a CONTRACTOR have any doubts as to the meaning of the proposal documents, he/she shall at once notify the Assistant Airport Director - Operations & Facilities, Manchester•Boston Regional Airport, Manchester, New Hampshire 03103, telephone (603)624-6539. Corrections, or clarifications, if required, will be made in written addenda to all who have received such documents. AIRPORT will not be responsible for any other instructions, interpretations or explanations.
- 25.2 Addenda, if issued, will be mailed by Certified Mail, Return Receipt requested, not later than three (3) business days prior to the date fixed for opening bids. All addenda so issued shall become part of the Contract Documents and are required to be acknowledged in the space provided on the Bid Form.

SECTION 26.0

26.0 STATEMENT OF EXPERIENCE

- 26.1 Describe the duration and scope of your experience in providing Airport Services, including such things as: Airport Rescue & Firefighting Service experience; number of years' experience number of airport locations, to include type of airport - e.g. medium

hub, and firefighting index; number of large commercial or office customers; volume of business, and other locations which would indicate your ability to provide Airport Rescue & Firefighting Services at Manchester•Boston Regional Airport. Include a list of all your existing airport and large commercial customers and locations.

SECTION 27.0

27.0 DESCRIPTION OF OPERATION PROPOSED

- 27.1 Indicate here how Contractor proposes to carry out the terms of the contract. Description should include, but not be limited to, the following: methodology for scheduling of personnel, level and degree of training personnel have received, safety, quality standards, equipment, etc. Please indicate the methods that the Contractor would employ to encourage additional training and education for advancement of employees (Attach additional pages as necessary.)

SECTION 28.0

28.0 GENERAL PERFORMANCE REQUIREMENTS

28.1 RELIANCE

Contractor acknowledges and agrees that the Airport is entering into this PROPOSAL in reliance on Contractor's expertise with respect to the performance of the service. The service will serve an essential role and will be critically important to enable the Airport to continue to meet its needs and obligations. Contractor shall deliver the service in accordance with the PROPOSAL Standards.

28.2 SCOPE OF WORK:

The delivery of service is more thoroughly described in **Exhibit "B"**. Contractor recognizes in accordance with the PROPOSAL specifications. **Doing so, by initialing each PROPOSAL page.**

28.3 REQUIREMENTS:

28.3.1 At all times during the Fire Chief's absence, a designated Officer/Station Supervisor shall be in charge and available at the Fire Station.

28.3.2 The CONTRACTOR shall provide a dispatcher on duty in the alarm room of the Fire Station at all times, except when ARFF vehicles are out on response and contact is maintained with the Tower and the Airport Communications Center.

28.3.3 The CONTRACTOR shall ensure that all ARFF/Security personnel are appropriately scheduled to meet FAR Part 139 service requirements. All ARFF/Security personnel and equipment must be ready for service prior to the first air carrier operation of the day. Personnel scheduled to work eight hours or less per day

will not be entitled to sleep breaks and are expected to carry out their duties as assigned by the Fire Chief/Station Supervisor.

28.3.4 The CONTRACTOR must assure AIRPORT that at the commencement of this CONTRACT, all personnel are qualified and meet all applicable FAR Part 139 requirements; and all future personnel will be trained to meet all applicable FAR Part 139 requirements before assignment to the Airport. The CONTRACTOR shall provide training for all personnel to meet the requirements of NH Fire Standards and Training which are: Level II Firefighter, including qualification under National Fire Protection Association 1003 (Standard for Airport Firefighter Professional Qualifications) and completion of an FAA approved course for Airport Firefighter, prior to assignment as Airport Firefighter. Cost to be included in Annual Budget and paid by the Airport.

28.3.5 A Full-time Fire Chief MUST be permanently assigned to the Airport. He/she shall execute his/her normal duties during regular business hours.

28.4 CONTRACT PERFORMANCE:

28.4.1 The CONTRACTOR shall perform the contract in accordance with the highest standards and shall observe and comply with all requirements of Federal, State or local statutes, ordinances, regulations and standards.

28.4.2 Performance Bond: CONTRACTOR shall provide the City at the time of delivery of this Contract, duly executed to City, a Performance Bond. Such Performance Bond shall be effective as of the Starting Date hereof and shall be maintained by Contractor throughout the term of this Contract in the amount of 100% of Contractor's Year One contract price.

The amount of the Performance Bond may be rounded to the nearest One Thousand Dollars (\$1000). Such Performance Bond shall guarantee the Contractor's faithful performance of all its obligations under this Contract. Any Performance Bond provided by the Contractor under this agreement shall be in a form approved in advance in writing by the Director and shall be written by a company licensed to do business in the State of New Hampshire. In the event any Performance Bond provided hereunder shall be for a period of less than the full term of this Contract, The Contractor shall provide a renewal or replacement Performance Bond which complies with the requirements of this Section at least thirty (30) days prior to the date on which the previous Performance Bond expires.

Once a successful bidder is determined and contract signed, bid bonds/cashiers' checks will be returned.

28.5 LICENSES, CERTIFICATES, PERMITS AND TESTING:

28.5.1 All licenses, certificates, permits, and testing applicable to the conduct of the contract shall be procured and paid for by the CONTRACTOR; all taxes and fees

applicable to the conduct of the CONTRACTOR shall be paid by the CONTRACTOR at its sole expense.

28.6 TRAINING:

The CONTRACTOR shall develop an ongoing continuous in-service training program, keep precise records as to what classroom training has transpired, course materials used, hours, dates and attendance records. Such records shall be kept for each individual. The cost of such training shall be borne by the Airport. The CONTRACTOR shall provide training for all personnel to meet the requirements of the FAA, TSA and NH Fire Standards and Training for Airport Firefighters. All training records shall be available for inspection upon request by Manchester•Boston Regional Airport, Federal Aviation Administration, New Hampshire Department of Transportation Division of Aeronautics, or any other agency Manchester•Boston Regional Airport may deem appropriate. The inspection may be either announced or unannounced.

28.7 TIMED RESPONSE DRILLS:

The CONTRACTOR shall, on an annual basis, demonstrate to the satisfaction of AIRPORT, Federal Aviation Administration, New Hampshire Division of Aeronautics or any other agency the Airport Director or designee may designate, his/her capacity to fight fires in "Timed Response Drills". The hot drills shall be conducted in such a manner as to demonstrate each employee's knowledge and familiarity with firefighting equipment. Each firefighter covered under this contract must complete a hot drill prior to initial duties at the Airport and every 12 months thereafter. There is no provision for Hot Drill training to mutual aid companies.

28.8 AIRPORT FAMILIARITY:

The Contractor and all employees shall be thoroughly familiar with Airport communications and operations procedures and shall be made familiar with the layout and terrain of the Airport and locally known landmarks surrounding the Airport.

28.9 EMPLOYEE QUALIFICATIONS:

The CONTRACTOR shall provide AIRPORT a list of all employees, their experience and qualifications, and the basic manner in which they are rotated on and off duty. When employees are replaced, either temporarily or permanently, Manchester•Boston Regional Airport shall be so notified within 24 hours and provided with a record of the experience and qualifications of the proposed replacement.

28.10 ADDITIONAL REQUIREMENTS:

28.10.1 The CONTRACTOR shall develop reporting forms, log books and other records acceptable to AIRPORT, ensuring that proper entries are made and reports

submitted.

28.10.2 Such forms, log books and other records shall be the property of AIRPORT and must be made available for inspection at any time.

28.10.3 The CONTRACTOR shall report any unusual incidents or conditions to the Airport Director and Assistant Airport Director - Operations and Facilities or designee.

28.10.4 All personnel shall be employees of the CONTRACTOR and CONTRACTOR shall invoice the Airport monthly for all salaries, social security taxes, federal and state unemployment insurance and any and all other taxes relating to such employees.

28.10.5 The CONTRACTOR shall provide all proper safeguards and shall assume all risks in performing the duties for which it is responsible.

28.10.6 The CONTRACTOR and the Airport Director and/or Assistant Airport Director - Operations and Facilities or designee shall meet quarterly, at a minimum, to review and discuss items of concern to either party and determine monthly budget variances.

28.10.7 The CONTRACTOR, under direction of the Assistant Airport Director - Operations and Facilities, shall coordinate ongoing Airport familiarization, emergency related training and response activities with local fire, police, emergency units, hospitals, and other applicable agencies. Records will be maintained by the CONTRACTOR of all training and coordination activities with mutual aid agencies.

Please note that in no case, as indicated in the bid specification, shall an existing employee be paid less than their current rate.

Bidders must submit the names of proposed Fire Chief and Officers. Resumes of incumbent staff may be submitted only with the approval of the incumbent.

SECTION 29.0

29.0 SECURITY VEHICLES

29.1 AIRPORT shall provide, at Airport's expense, one (1) vehicle for fire safety/security patrol including maintenance, fuel, and required radios.

SECTION 30.0

30.0 COMPLIANCE WITH FEDERAL AVIATION REGULATION PART 139 AND TRANSPORTATION SECURITY ADMINISTRATION REGULATION PART 1542

30.1 The Contractor agrees that fines levied upon AIRPORT through enforcement of Federal Aviation Regulation Part 139 and/or Transportation Security Administration Part 1542, because of acts of, or negligence by, Contractor's employees, agents, suppliers, guests or patrons, shall be borne by the CONTRACTOR.

SECTION 31.0

31.0 FACILITIES AND EQUIPMENT

- 31.1. AIRPORT shall furnish for the CONTRACTOR'S use the following equipment required to meet or exceed FAA's ARFF Certification requirements:
 - 31.1.1 A minimum of four (4) ARFF vehicles: one dry chemical and water/foam, two water/foam, and one water/foam spare.
 - 31.1.2 The ARFF building, as well as necessary alarm equipment.
 - 31.1.3 Crash-phone (one commercial phone to be provided and paid for by the Contractor).
 - 31.1.4 Communications equipment for ARFF vehicles.
 - 31.1.5 Protective fire clothing.
 - 31.1.6 Self-contained breathing apparatus.
 - 31.1.7 Basic furnishings for the building.
 - 31.1.8 Medical equipment and supplies.
- 31.2 Fuel for the ARFF vehicles shall be furnished by AIRPORT. The cost of utilities (electric and heat) for the building shall be borne by Manchester•Boston Regional Airport.
- 31.3 The CONTRACTOR agrees to leave the building, together with the utilities and furnishings therein, in as good condition as the said building, utilities and furnishings existed at the time of the occupancy, reasonable wear and tear excepted.

SECTION 32.0

32.0 OPTION AND EXTENSIONS

- 32.1 This CONTRACT may be extended for three (3) additional five (5) year terms beyond the basic five (5) year agreement by written mutual agreement executed at least ninety (90) days prior to the expiration of the current term. Such extension or extensions shall not include this provision for additional extension.
- 32.2 At the commencement of each contract year which shall begin July 1, 2019 the contract price shall be adjusted. Any adjustment shall be confined to a computation of the cost of the service based upon the United States Consumer Price Index (CPI-U) compiled by the Bureau of Labor Statistics of the Department of Labor. Any price revision will be computed by applying the annual percentage of CPI-U change for the

period ending March 30th annually to the annual price, all normalized to any change in the Index base. In the event, that such price index (or a successor or substitute index) is not available, a reliable governmental or other non-partisan publication evaluating the information customarily used in determining price indexes shall be used. In no event shall the annual price hereunder be less than the current price per year, or less than an increase of two percent (1%) or more than an increase of five percent (5%) per year. An example of this price revision computation is appended hereto as Appendix "B".

SECTION 33.0

33.0 TERMINATION

- 33.1 This CONTRACT may be terminated by either party on the breach by the other of any of the terms, covenants or conditions of this CONTRACT which are to be kept, performed, or observed by the other party, and the failure to remedy such breach for a period of thirty (30) days after written notice of the existence of such breach.

However, AIRPORT reserves the right to terminate this contract within seven (7) days if the FAA discontinues Airport Rescue & Firefighting requirements or if the scheduled air service is interrupted for any reason (e.g. work stoppage) for a period in excess of thirty (30) days.

- 33.2 AIRPORT shall have the right to terminate this contract upon the commission by the Contractor of an act of bankruptcy and its failure, for thirty days, to cure the same.
- 33.3 This CONTRACT may be terminated for convenience at any time upon thirty (30) days written notice to the CONTRACTOR if it is determined, at the sole discretion of AIRPORT, that the CONTRACTOR fails to meet any of the obligations or standards for ARFF/Security services required by the contract.
- 33.4 This CONTRACT may be terminated by either party by the lawful assumption by the United States Government, the State of New Hampshire, or any authorized governmental entity thereof, of the operation, control or use of the Airport and facilities, or any substantial part of parts thereof, in such manner as to substantially restrict CONTRACTOR for a period of at least thirty (30) days, from providing ARFF service thereon. In this event, Contractors shall have no right of recovery against AIRPORT, but shall make its case against the United States, the State of New Hampshire or any other governmental entity, as the case may be.

SECTION 34.0

34.0 INDEMNIFICATION INSURANCE AND BOND REQUIREMENTS

- 34.1 In consideration of the utilization of CONTRACTOR'S services by the City of Manchester and Manchester•Boston Regional Airport and other valuable consideration, the receipt of which is hereby acknowledged, CONTRACTOR agrees that all persons

furnished by CONTRACTOR shall be considered the CONTRACTOR'S employees or agents and that CONTRACTOR shall be responsible for payment of all unemployment, social security and other payroll taxes including contributions from them when required by law.

- 34.2 CONTRACTOR hereby agrees to protect, defend, indemnify, and hold the City of Manchester and Manchester•Boston Regional Airport and their employees, agents, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees and all other expenses incurred by Manchester•Boston Regional Airport arising in favor of any party, including claims, liens, debts, personal injuries, including employees of AIRPORT, death or damages to property (including property of Manchester•Boston Regional Airport) and without limitation by or in any way incident to, in connection with or arising directly or indirectly out of this CONTRACTOR agreement. CONTRACTOR agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits at the sole expense of the CONTRACTOR.
- 34.3 CONTRACTOR also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or AIRPORT to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of AIRPORT from liability for damages or injuries to third persons or property arising from CONTRACTOR'S performance hereunder.
- 34.4 CONTRACTOR agrees to maintain in full force and effect:
- 34.4.1 Comprehensive General Liability insurance written on occurrence form, including completed operations coverage, personal injury liability coverage, broad form property damage liability coverage, XCU coverage, and contractual liability coverage insuring the agreements contained herein. The minimum limits of liability carried on such insurance shall be \$5,000,000 each occurrence and, where applicable, in the aggregate combined single limit for bodily injury and property damage liability; \$5,000,000 each accident, combined single limit for bodily injury and property damage.
- 34.4.2 Automobile liability insurance for owned, non-owned and hired vehicles. The minimum limit of liability carried on such insurance shall be \$1,000,000 each accident, combined single limit for bodily injury and property damage. (This applies only if the company asked to have a company owned vehicle on the AOA. It would then require the automobile requirements as mentioned.)

The CONTRACTOR maintains Comprehensive liability insurance as indicated in Section A covering all of your companies' actions whether on or off airport, whether on or off duty. (The airport maintains a general liability policy, but the contractor insurance is primary).

- 34.4.3 Worker's Compensation insurance whether or not required by the New Hampshire Revised Statutes Annotated, 1955, as amended, with statutory coverage and including employer's liability insurance with limits of liability of at least \$100,000 for each accidental injury and, with respect to bodily injury by disease, \$100,000 each employee and \$500,000 per policy year.
- 34.4.4 Any and all deductibles on the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of CONTRACTOR.
- 34.4.5 Insurance companies utilized must be admitted to do business in New Hampshire or be on the Insurance Commissioner's list of approved non-admitted companies and shall have a rating of (A) or better in the current edition of Best's Key Rating Guide.
- 34.4.6 CONTRACTOR agrees to furnish certificate(s) of the above mentioned insurance to the City of Manchester within fourteen (14) days from the date of this agreement and with respect to the renewals of the current insurance policies, at least thirty (30) days in advance of each renewal date. Such certificates shall, with respect to comprehensive general liability and auto liability insurance, name the City of Manchester, Manchester•Boston Regional Airport, as additional insured and, with respect to all policies shall state that in the event of cancellation or material change, written notice shall be given to AIRPORT at the Airport Administration Office, One Airport Road, Suite 300, Manchester, New Hampshire 03103 at least thirty (30) days in advance of such cancellation or change.
- 34.4.7 The purchase of the insurance required or the furnishing of the aforesaid certificate shall not be a satisfaction of Contractor's liability hereunder or in any way modify the CONTRACTOR'S indemnification responsibilities to the City of Manchester and Manchester•Boston Regional Airport.
- 34.4.8 It shall be the responsibility of CONTRACTOR to ensure that all subcontractors comply with the same insurance requirements that he is required to meet.

SECTION 35.0

35.0 ASSIGNMENT

- 35.1 This contract may not be assigned by Contractor without the written consent of Manchester•Boston Regional Airport which consent shall not be unreasonably withheld. Any assignment made without the written consent of Manchester•Boston Regional Airport may result in termination of this contract. Manchester•Boston Regional Airport may assign this contract to any authorized governmental entity which assumes control of the Airport.

SECTION 36.0

36.0 MISREPRESENTATION AND INVALID PROVISIONS

- 36.1 All terms and conditions with respect to this contract are expressly contained herein and Contractor agrees that no representative or agent of AIRPORT has made any representation or promise with respect to this contract not expressly contained herein. In the event that any covenant, condition, or provision herein contained is held to be invalid by any Court of competent jurisdiction, such invalidity shall in no way affect any other covenant, condition or provision herein contained.

SECTION 37.0

37.0 NOTICES

- 37.1 Notices to Manchester•Boston Regional Airport shall be sufficient if sent by ordinary mail postage prepaid to: Airport Director, Manchester•Boston Regional Airport, One Airport Road, Suite 300, Manchester, New Hampshire 03103, and notices to the Contractor, if sent by ordinary mail or to such other respective address as the parties may designate to each other in writing from time to time.

SECTION 38.0

38.0 PROPOSAL SPECIFICATIONS:

The CONTRACTOR shall provide ARFF Services and Airport Security Details:

38.1 Insurance Requirements

Highlights of the insurance requirements include the following:

- During the installation period, the Contractor and all subcontractors must maintain \$1,000,000 of insurance coverage for injury or death in any one occurrence and for damage to property in any one accident.
- \$1,000,000 of comprehensive commercial general liability insurance is required throughout the term of the service PROPOSAL.
- \$1,000,000 of excess liability insurance is required throughout the term of the service PROPOSAL.
- Worker's compensation or employer's liability insurance is required throughout the term of the PROPOSAL, as applicable.
- \$1,000,000 of comprehensive automobile liability insurance for all owned, non-owned and hired vehicles used by Contractor is required throughout the term of the proposal.

- An indemnification of the Airport and Manchester•Boston Regional Airport is required.
- The Airport of Manchester and the Manchester•Boston Regional Airport must be named as additional insured on all insurance certificates with cancellation notification.

38.2 Airport Contact

Inquiries on all matters pertaining to this Proposal or the process should be directed to:

Carlton E. Braley Jr., A.A.E.
 Assistant Director, Operations and Facilities
 Manchester•Boston Regional Airport
 1 Airport Road, Suite 300
 Manchester, NH 03103
 Telephone: 603/624-6539
 email: cbraley@flymanchester.com

Inquiries shall be limited to this Proposal package, or questions related to clarification of the contents of this proposal package. All clarifications will be supplied to all proposers.

38.3 Responsibility For Proposal

CONTRACTOR is responsible for carefully examining the terms and conditions set forth in this proposal, and for otherwise judging for itself all the circumstances and conditions affecting the CONTRACTOR'S proposal.

Failure on the part of the CONTRACTOR to make such examination and to investigate fully and thoroughly shall not be grounds for any declaration that the Contractor did not understand the conditions of the proposal.

38.4 Proprietary Data

The AIRPORT does not anticipate the receipt of proprietary data/material related to this proposal. However, if the CONTRACTOR provides same, the AIRPORT will handle in strictest confidence all material received in response to this Request for proposals designated "proprietary". The AIRPORT will, upon request of the CONTRACTOR, enter a confidentiality agreement with the Contractor that will pertain to the content of the Contractor's proposal defined as proprietary and will apply throughout the period during which the Airport is reviewing and evaluating CONTRACTOR'S proposal.

The AIRPORT requires that CONTRACTOR handle in confidence, any information or data received from the Airport which may be construed as proprietary to the Airport's ownership and management of AIRPORT.

38.5 Signature on Proposal

38.5.1. An individual duly authorized to represent and lawfully act on behalf of the CONTRACTOR must date and sign, in ink, at the end of the Proposal. The legal name of

the CONTRACTOR must be typed above the signature of the representative.

38.5.2. If the CONTRACTOR is a corporation, the Proposal must be signed by an authorized officer(s), the title of the officer(s) signing the Proposal must be shown, and the corporate seal must be affixed to the Proposal. All signatures must be notarized.

38.5.3. If the CONTRACTOR is a partnership, the Proposal must be signed by an authorized general partner(s), using the term "Member of Firm" or "Partner". Signature must be notarized.

38.5.4. If the CONTRACTOR is an individual, the PROPOSAL must be signed by and in the full name of the CONTRACTOR, using the term "doing business as (insert appropriate business name)", or "sole owner". Signature must be notarized.

SECTION 39.0

39.0 FEDERAL REQUIRED PROVISIONS

39.1 Breach of Contract Terms:

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

39.2 Buy American Preferences:

Contractor agrees to comply with 49 USC §50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, 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.

A bidder or offeror must complete and submit the Buy America certification included herein within **Exhibit "I" and Exhibit "J"**.

39.3 Access to Records and Reports:

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

39.4 General Civil Rights Provision:

Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Contractor and subcontractors from the bid solicitation period through the completion of the PROPOSAL. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

39.5 Title VI Solicitation Notice:

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

39.5.2 Compliance with Nondiscrimination Requirements:

39.5.2.1 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:

39.5.2.1.1. 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, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when

the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractors 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 non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

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

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by subcontractors, 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.

39.5.3 Title VI List of Pertinent Nondiscrimination Acts and Authorities:

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- AIRPORT and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractor, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

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

39.5.4 Certification of Contractor Regarding Debarment

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

39.5.5 Disadvantaged Business Enterprises

39.5.5.1 Proposal Assurance (§ 26.13). The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this PROPOSAL. Failure by the Contractor to carry out these requirements is a material breach of this PROPOSAL, which may result in the termination of this PROPOSAL or such other remedy as the Airport deems appropriate, which may include, but is not limited to:

39.5.5.2 Withholding monthly progress payments;

39.5.5.3 Assessing sanctions;

39.5.5.4 Liquidated damages; and/or

39.5.5.5 Disqualifying the Contractor from future bidding as non-responsible.

39.5.6 Certification Regarding Lobbying. Contractor certifies to the best of his or her knowledge and belief, that:

39.5.6.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, 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 PROPOSAL, 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 PROPOSAL, grant, loan, or cooperative agreement.

39.5.6.2 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 PROPOSAL, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

39.5.6.3 The language of this certification was included in the award documents for all sub-awards at all tiers (including subcontractors' sub-grants, and PROPOSALS under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

39.5.7 Trade Restriction Certification

39.5.7.1 By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant PROPOSAL, the Offeror – 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);

- 39.5.7.2 has not knowingly entered into any proposal or subcontractor 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
- 39.5.7.3 has not entered into any subcontractor 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.
- 39.5.7.4 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 Section 1001.
- 39.5.7.5 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.
- 39.5.7.6 Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no proposal shall be awarded to an Offeror or subcontractor:
- 39.5.7.7 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
- 39.5.7.8 whose subcontractor are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 39.5.7.9 who incorporates in the public works project any product of a foreign country on such USTR list.
- 39.5.7.10 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.
- 39.5.7.11 The Offeror agrees that, if awarded a proposal resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontractors. 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.
- 39.5.7.12 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 PROPOSAL or subcontractor for default at no cost to the Owner or the FAA.

39.5.8 Veteran's Preference.

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

39.6 Miscellaneous Provisions

39.6.1 Exhibits. All exhibits hereto are hereby incorporated herein by reference.

39.6.2 Assignments. This PROPOSAL is a purchase and delivery PROPOSAL for Contractor, Contractor's interest in this PROPOSAL, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

39.6.3 Entire Proposal; Modifications; Conflicts. This PROPOSAL supersedes all prior agreements, written or oral, between Contractor and Airport and shall constitute the entire PROPOSAL and understanding between the parties with respect to the subject matter hereof. This PROPOSAL and each of its provisions shall be binding upon the Parties and may not be waived, modified, amended or altered except by a writing signed by Airport. If there is a conflict between this PROPOSAL and the General Conditions, then the provision which provides the greatest benefit to Airport shall govern.

39.6.4 Captions. The captions of paragraphs in this PROPOSAL are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. CONTRACTOR and Airport shall both be deemed equally to be the drafters of the PROPOSAL Documents, and the PROPOSAL Documents shall not be construed against Airport or Contractor as the drafter.

39.6.5 Governing Law:

39.6.5.1 This PROPOSAL and all of the rights and obligations of the Parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of New Hampshire. Exclusive venue for litigation shall be located in

Hillsborough County, NH.

39.6.5.2 Any new laws, codes, or regulations or modifications of existing laws, codes, or regulations which take effect after the signing date of this PROPOSAL which impose additional cost or time may be a basis for adjustment of the PROPOSAL Price and PROPOSAL Time, as appropriate.

39.6.6 Non-Waiver.

39.6.6.1 If either Party fails to require the other to perform a term of this PROPOSAL, that failure does not prevent the Party from later enforcing that term and all other terms. If either Party waives the others' breach of a term, that waiver does not waive a later breach of this PROPOSAL. An approval or direction by the Airport, or by any other employee or agent of the Airport, of any part of Contractor's performance does not waive compliance with this

PROPOSAL or establish a standard of performance other than that required by this PROPOSAL and by law.

39.6.6.2 Binding Effect. This PROPOSAL shall be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

39.6.6.3 Appointment. Airport hereby expressly reserves the right from time to time to designate by notice to Contractor one or more representatives to act partially or wholly for Airport in connection with the performance of Airport's obligations hereunder. Contractor shall act only upon instructions from such representatives unless otherwise specifically notified to the contrary.

39.6.6.4 Notices. All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this PROPOSAL shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed in Article VII, or to such other person or address as may be given in writing by either party to the other in accordance with the aforesaid.

39.6.6.5 Dispute Resolution. The dispute resolution procedures, which shall be applicable to all Phases of this PROPOSAL, are set forth in the General Conditions.

39.6.6.6 Severability. In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this PROPOSAL shall be construed as if such invalid or unenforceable provision had not been included herein.

39.6.6.7 Independent Contractor. Contractor recognizes that it is engaged as an independent Contractor and acknowledges that the Airport will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it shall conduct

itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of Airport by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of the Airport, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. The Contractor hereby agrees to make its own arrangements for any of such benefits as it may desire and agrees that it is responsible for all income taxes required by Applicable Law.

39.6.6.8 Use of Work Products. The Airport may use all notes, plans, computations, databases, tabulations, exhibits, photographs, reports, underlying data and other work products (collectively, the “Documents”) that Contractor prepares or obtains under this Agreement.

39.7.1 Environmental Laws

39.7.1.1 Clean Air and Water Pollution Control

39.7.1.2 Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

39.7.1.3 Contractor must include this requirement in all subcontracts that exceeds \$150,000. Contractor shall comply with all federal, state, and local statutes, ordinances, regulations, rules, policies, codes, or guidelines now or hereafter in effect, as they may be amended from time to time, that govern Hazardous Materials or relate to the protection of human health, safety, or the environment, including but not be limited to:

39.7.1.4 the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 et seq.;

39.7.1.5 the Safe Drinking Water Act, 44 U.S.C. Section 300(f) et seq.;

39.7.1.6 the Oil Pollution Control Act of 1990, 33 U.S.C. Section 270 et seq.;

39.7.1.7 the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C., Section 9601 et seq., and as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. Law No. 99-499, 100 Stat. 1613;

39.7.1.8 the Toxic Substances Control Act, 15 U.S.C., Section 2601 et seq.;

39.7.1.9 the Clean Air Act as amended, 42 U.S.C. 7401 et seq.;

39.7.1.10 the Clean Water Act, 33 U.S.C., Section 1251, et seq.;

39.7.1.11 Hazardous Materials Transportation Act, 49 U.S.C., Section 1801 et seq.;

39.7.1.12 the Resources Conservation and Recovery Act, 42 U.S.C., Section 6901 et seq.;

39.7.1.13 and those substances defined as hazardous waste or as hazardous substances under the laws of New Hampshire and/or the United States or in regulations promulgated under these laws (collectively, "Environmental Laws"). Within 10 days of receipt Contractor of any invoice relating to a failure or alleged failure of Contractor (or its agent or employee to comply with the Environmental Laws, Contractor shall pay such invoice or reimburse the Airport for any such Airport-paid invoice corresponding to any fines or penalties that may be levied against the Airport by the Environmental Protection Agency, the New Hampshire Commission on Environmental Quality, or any other governmental agency. In paying such invoice, the Airport shall not, without Contractor's prior, written consent, prejudice, waive or forfeit, and, the Airport shall reserve in writing with the agency the right of Contractor to contest, dispute or appeal any such fine or penalty.

39.7.1.14 Except as required for equipment operation, the Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to or from the Airport, or any other areas or facilities subject to this Agreement, except in strict compliance with the Environmental Laws. "Hazardous Materials" include, but are not limited to:

39.7.1.15 all substances, materials, wastes, pollutants, oils, or governmentally regulated substances or contaminants defined or designated as hazardous, toxic, radioactive, dangerous, or any other similar term in or under any of the Environmental Laws,

39.7.1.16 asbestos and asbestos-containing materials, petroleum products including crude oil or any fraction thereof, gasoline, aviation fuel, jet fuel, diesel fuel, lubricating oils and solvents, urea formaldehyde, flammable explosives, PCBs, radioactive materials or waste, or

39.7.1.17 any other substance that, because of its quantity, concentration, physical, chemical, or infectious characteristics may cause or threaten a present or potential hazard to human health or the environment when improperly generated, used, stored, handled, treated, discharged, distributed, disposed of, or released.

39.7.1.18 The Airport is subject to the National Pollution Discharge Elimination System Program (NPDES), and the regulations, 40 CFR Part 122, relating to stormwater discharges, for operations at the AIRPORT. Contractor is familiar with these NPDES stormwater regulations, and shall conduct operations in accordance with 40 CFR Part 122, as amended from time to time. Contractor understands that there are significant penalties for submitting false information, including fines and imprisonment for knowing violations.

39.7.1.19 Close cooperation is necessary to ensure compliance with any NPDES stormwater discharge permit terms and conditions, as well as to ensure safety and to minimize costs. Contractor shall implement “Best Management Practices” as defined in 40 CFR, Part 122.2, as amended from time to time, if necessary to minimize the exposure of stormwater to significant materials generated, stored, handled, or otherwise used Contractor as defined in the federal stormwater regulations.

39.7.1.20 The Airport’s NPDES stormwater discharge permit and any subsequent amendments, extensions, or renewals are incorporated into this Agreement. Contractor shall be bound by all applicable portions of the permit.

39.7.1.21 Contractor shall implement the NPDES requirements at its sole expense, unless otherwise agreed to in writing between the Airport and Contractor and shall meet all deadlines that may be imposed or agreed to by the Airport. Time is of the essence.

39.7.1.22 If either Party asks, the other Party shall provide any non-privileged information submitted to a government entity(ies) under applicable NPDES stormwater regulations.

Contractor appoints the Airport as its agent to negotiate with the appropriate governmental entity(ies) any modifications to the Airport’s permit.

39.7.1.23 The Airport’s remedies with regard to Environmental Requirements are cumulative and survive termination of this Agreement.

39.7.1.24 With no intent to limit Contractor’s indemnification to the Airport set forth in the General Conditions, Contractor shall protest, defend and indemnify the Airport and its officers, agents and employees against any loss, cost, claim, demand, penalty, fine, settlement, liability or expense (including but not limited to attorneys’ and consultants’ fees, court costs and litigation expenses) related to:

39.7.1.25 Any investigation, monitoring, cleanup, containment, removal, storage

or restoration work performed by the Airport or a third party due to Contractor's, its employees', or agents' use or placement of hazardous materials (of whatever kind or nature, known or unknown) on the Airport premises, or any other areas impacted by this agreement;

39.7.1.26 Any actual, threatened or alleged hazardous materials contamination of the Airport's premises by Contractor, its employees or agents;

39.7.1.27 The disposal, release or threatened release of hazardous materials Contractor, its employees or agents at the Airport that affects the soil, air, water, vegetation, buildings, personal property or persons;

39.7.1.28 Any personal injury, death or property damage (real or personal) arising out of or related to hazardous materials used by Contractor, its employees or agents at the Airport; OR

39.7.1.29 Any violation by Contractor, its employees or agents of any environmental laws.

39.7.1.30 This indemnity is not applicable to losses, claims, penalties, fines, settlements, liabilities and expenses that result from conditions existing on the effective date of this agreement or are created by or caused by any entity other than by Contractor or its agent or any employee of either.

39.7.1.31 Certification of Offeror/Bidder Regarding Debarment

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

39.7.1.32 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 sub-grant. In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

39.7.1.33 Energy Conservation Requirements

Contractor and Subcontractor agree to comply with mandatory standards and

policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 *et seq*).

39.7.1.34 Solicitation Clause

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

39.7.1.35 The CONTRACTOR has full responsibility to monitor compliance to the referenced statute or regulation. The CONTRACTOR must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

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

39.8 Procurement of Recovered Materials

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

39.8.2 The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or The Contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

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

39.8.4 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.

39.9 Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions

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

39.9.2 Certifications

39.9.2.1 The applicant represents that it is (☐) is not (☐) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

39.9.2.2 The applicant represents that it is (☐) is not (☐) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

39.9.2.3 Note

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

39.9.2.4 Term Definitions

39.9.2.5 Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a

section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

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

39.10 Termination for Convenience (Professional Services)

39.10.1 The Airport may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

39.10.2 Upon termination of the Agreement, the Consultant must deliver to the Owner 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.

39.10.3 Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

39.10.4 Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

39.11 Termination for Default (Professional Services)

39.11.1 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.

39.11.2 The terminating party must provide the breaching party [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 Airport: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner 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, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner 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.

Airport agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Airport further agrees to hold Consultant 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, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with

terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

SECTION 40.0

40.0 Airport Security

- 40.1 The Transportation Security Administration (TSA) may assess fines and/or penalties for CONTRACTOR'S non-compliance with the provisions of 49 CFR Part 1542 entitled "Airport Security," as amended from time to time, or by agencies for noncompliance with laws or regulations applicable to CONTRACTOR'S operations. Within 10 days after receiving written notice from the Director stating the amount of any fine or penalty, Contractor shall reimburse the Airport for any fine or penalty assessed against the AIRPORT because of Contractor's non-compliance with 49 CFR Part 1542 Airport Security or other applicable laws or regulations.

SECTION 41.0

41.0 Exceptions

- 41.1 The AIRPORT may accept PROPOSALS that have exceptions. Exceptions must be clearly identified with a justification statement.

SECTION 42.0

42.0 Proposal Selection

- 42.1. The AIRPORT intends to select at least one (1) PROPOSAL for AIRCRAFT RESCUE AND FIREFIGHTING SERVICES, but reserves the right to accept none of the Proposals, to negotiate for modification of any Proposal with the mutual consent of the CONTRACTOR, to accept the most responsive and responsible Proposal which, in the judgment of the Airport, shall be deemed the most advantageous to the AIRPORT, to waive any of the requirements of the proposal procedures explained in this document, and/or to proceed in any other manner deemed to be in the AIRPORT'S best interest. AIRPORT reserves the right to retain all copies of proposals submitted by prospective Companies.

SECTION 43.0

43.0 Disqualification

- 43.1 Although not intended to be an inclusive list of causes for disqualification, any one or more of the following, among others, may be considered sufficient for disqualification of a CONTRACTOR and the rejection of the proposal:
- a. Evidence of collusion among Companies.
 - b. Submitting a proposal that is incomplete, obscure or which contains irregularities, inaccuracies, or misstatements.
 - c. Lack of business skills or financial resources necessary to successfully provide sufficient services as revealed by either financial statements or experience.
 - d. Lack of responsibility as shown by past history, references, or other factors.
 - e. Default or termination of other contracts or agreements.
 - f. Other causes as the Airport deems appropriate at the Airport's sole and absolute discretion.

SECTION 44.0

44.0 Notice of Acceptance of Proposal

- 44.1 Upon the Airport's selection of a Proposal, the selected Companies will be notified on or about Monday, April 1, 2019.

**MANCHESTER•BOSTON REGIONAL AIRPORT
BID FORM**

PROVIDE AIRPORT RESCUE & FIREFIGHTING SERVICE

March, 2019

The UNDERSIGNED, hereby certifies that the services and work to be furnished to Manchester•Boston Regional Airport meets all of the specifications and requirements. Furthermore, such items, services, and work will be supplied and performed to the highest standards in the ARFF and Security industries.

The UNDERSIGNED has inspected the site and is satisfied in regard to all aspects of the location and service and is familiar with the conditions of the work and the site.

The UNDERSIGNED hereby proposes to furnish the following to Manchester•Boston Regional Airport in accordance with the attached notice, and documents titled “Manchester•Boston Regional Airport, Provide Airport Rescue & Firefighting Service” dated March 11, 2019 at the following price:

ITEM I: Furnish all Management and Administrative services (Year 1 - July 1, 2019 - June 30, 2020) as provided in Manchester•Boston Regional Airport, Airport Rescue & Firefighting Service Contract, which document is attached hereto and made a part hereof, at the following price:

The amount to be shown as the bid price on the Bid Form in Item I is to be the Year 1 bid price. Year I bid price for the purpose of this bid will include the term from August 1, 2019 to June 30, 2020.

1. All bids must be accompanied by a bid bond or a certified, or cashiers’ check in the amount of ten percent (10%) of the amount of the year 1 bid price.
2. All bidders must provide a performance bond in the amount of one hundred (100%) of the amount of the bid price for the complete year, July 1, 2019 to June 30, 2020 (the amount bid in Item I above).
3. The bid and/or performance bonds must be issued by companies licensed to do business in New Hampshire.
4. A pre-bid conference will be held which all prospective bidders MUST attend.
5. Bidders must show in Appendix “C” the cost for administration of services. All other costs shall be paid by the Airport.
6. Bidder(s) must submit resumes of the proposed Fire Chief and Command Officers, for review as part of bid. Award of Contract shall be based on review of proposed personnel, company experience, and the bid package submitted.

7. All bidders must submit Company Questionnaire as well as Statement of Qualifications and Experience as part of the bid.

ITEM II: Within Appendix "C" furnish annual budget fiscal year 2020 commencing July 1, 2019. Total cost and specific line items sufficient to justify total costs. 2019 AIRPORT ARFF BUDGET INCLUDED AS EXHIBIT "F".

If partnership, give name and address of each member:

CONTRACTOR

BY: _____

Incorporated Under the laws of:

MANCHESTER•BOSTON REGIONAL AIRPORT

ADDENDUM ACKNOWLEDGEMENT

We acknowledge receipt of the following addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

If partnership, give name and address of each member:

CONTRACTOR
BY: _____
(Agent)

Incorporated Under the Laws of:

New Hampshire

EXHIBIT “A”

DEFINED TERMS

1.1 This PROPOSAL, including all Proposal Documents, will be interpreted in accordance with the following:

1.1.1 General. The interpretation and miscellaneous provisions of the General Conditions apply to all PROPOSAL Documents and Work. References to sections, paragraphs, articles or other provisions shall be deemed to mean those contained in this main body of the PROPOSAL unless specified otherwise.

1.1.2 Entire Proposal. This PROPOSAL, including all proposal Documents, contains the entire agreement between the parties hereto with respect to the transactions contemplated by this PROPOSAL. Without limiting the generality of the foregoing, this PROPOSAL shall completely and fully supersede all other understandings and agreements among the parties with respect to such transactions, including those contained in the RFP (if any), the submittal made by the DB in response thereto, the RFP, the Proposal made by the DB in response thereto, and any amendments or supplements to any such documents.

1.1.3 Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

1.1.4 Headings. The table of contents and any headings preceding the text of the articles, sections and subsections of this PROPOSAL shall be solely for convenience of reference and shall not affect its meaning, construction or effect.

1.1.5 References to Hereto. The terms “hereto,” “hereby,” “hereof,” “herein,” “hereunder” and any similar terms refer to this PROPOSAL.

1.1.6 References to Including. The words “include,” “includes” and “including” are to be construed as meaning “include without limitation,” “includes without limitation” and “including without limitation,” respectively.

1.1.7 References to Statutes. Each reference to a statute or statutory provision includes any statute or statutory provision which amends, extends, consolidates or replaces the statute or statutory provision or which has been amended, extended, consolidated or replaced by the statute or statutory provision and includes any orders, regulations, by-laws, ordinances, codes of practice or instruments made under the relevant statute.

1.1.8 References to Governmental Authorities. Each reference to the Airport or a Governmental Authority is deemed to include a reference to any successor to the Airport or such Governmental Authority or any organization or entity which has taken over the functions or

responsibilities of the AIRPORT or such Governmental Authority. Each reference to a private Person that is not an individual is deemed to include a reference to its successors and permitted assigns.

1.1.9 References to Documents and Standards. Each reference to an agreement, document, standard, principle or other instrument includes a reference to that agreement, document, standard, principle or instrument as amended, supplemented, substituted, novated or assigned.

1.1.10 Delivery of Documents in Digital Format. In this PROPOSAL, the DB is obligated to deliver reports, records, designs, plans, drawings, specifications, Proposals and other documentary submittals in connection with the performance of its duties hereunder. The DB agrees that all such documents shall be submitted to the AIRPORT both in printed form (in the number of copies indicated) and, at the AIRPORT's request, in digital form. Digital copies shall consist of computer readable data submitted in any standard interchange format which the AIRPORT may reasonably request to facilitate the administration and enforcement of this PROPOSAL. In the event that a conflict exists between the signed or the signed and stamped hard copy of any document and the digital copy thereof, the signed or the signed and stamped hard copy shall govern.

1.1.11 Severability. If any provision of this PROPOSAL is held to be invalid, unenforceable or illegal to any extent, such provision may be severed and such invalidity, unenforceability or illegality will not prejudice or affect the validity, enforceability and legality of the remaining provisions of this PROPOSAL. If any such provision of this PROPOSAL is held to be invalid, unenforceable or illegal, the Parties will promptly endeavor in good faith to negotiate new provisions to eliminate such invalidity, unenforceability or illegality and to restore this PROPOSAL as nearly as possible to its original intent and effect.

1.1.12 Drafting Responsibility. The Parties waive the application of any rule of law which otherwise would be applicable in connection with the construction of this PROPOSAL to the effect that ambiguous or conflicting terms or provisions should be construed against the Party who (or whose counsel) prepared the executed agreement or any earlier draft of the same.

1.1.13 Counterparts. This PROPOSAL may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Proposal.

1.1.14 Governing Law. This PROPOSAL and all of the rights and obligations of the Parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of New Hampshire. Exclusive venue for litigation shall be located in County of Hillsborough County, NH.

EXHIBIT “B”
GENERAL CONDITIONS
TABLE OF ARTICLES

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ARTICLE 1 - GENERAL PROVISIONS

1.1 Definitions

1.1.1 Capitalized terms have the meanings set forth in **Article 1**.

1.2 Execution, Correlation and Intent

1.2.1 Execution of the proposal CONTRACTOR is conclusive that CONTRACTOR has visited the delivery site, become familiar with local conditions under which the Service will be performed.

1.2.2 The Proposal Documents have been read and carefully considered by the CONTRACTOR.

1.2.3 Reference to standard specifications, manuals, or codes of a technical society, organization, or association, or to laws or regulations of a governmental authority, whether specific or implied, mean the latest edition in effect as of date of Proposal bid date, except as may be otherwise specifically stated in the Proposal Documents.

1.2.4 No provision of any referenced standard, specification, or manual changes the duties and responsibilities of the AIRPORT, CONTRACTOR or Designer from those set forth in the PROPOSAL.

1.2.5 Unless otherwise defined in the PROPOSAL, words which have well-known approved ARFF industry technical meanings are used in the PROPOSAL in accordance with these recognized meanings.

1.2.6 Where the words “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” or words of like import are used, it shall mean the direction, requirement, permission, order, designation, or prescription of Director unless explicitly stated otherwise. The words “approved,” “acceptable,” “satisfactory,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to Director, unless explicitly stated otherwise.

1.2.7 Reference to a specific requirement of a cited standard shall include all general requirements of the entire cited standard pertinent to the specific reference.

1.3 Ownership and Use of Documents

1.3.1 Neither Contractor, Subcontractor, nor Service Provider will own or claim a copyright to documents contained in the PROPOSAL or any part of the PROPOSAL.

1.3.2 Documents contained in the Proposal Documents, prepared by the AIRPORT or CONTRACTOR, and copies furnished to CONTRACTOR, are for use solely with respect to the Work.

1.3.3 Any documents created by the CONTRACTOR its subcontractors for the ARFF Service shall become the property of the AIRPORT upon their creation. In the event this transfer of ownership is ineffective for any reason, the AIRPORT is hereby granted an irrevocable, non-exclusive, perpetual, royalty-free license to use said documents in conjunction with the Project. This provision shall be in all Proposals awarded Contractor shall require the provision in all Proposals of lower tiers.

1.4 Interpretation

1.4.1 Specifications are written in an imperative streamlined form and are directed to the CONTRACTOR, unless noted otherwise. When written in this form, words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

1.4.2 In the interest of brevity, the Proposal frequently omits modifying words such as "all" and "any" and articles such as "the" and "an", but an absent modifier or article is not intended to affect interpretation of a statement.

ARTICLE 2 - THE AIRPORT

2.1 Limitations of the Airport's Officers and Employees

2.1.1 No officer or employee of the AIRPORT may authorize CONTRACTOR to perform an act or work contrary to the Proposal Documents, except as otherwise provided in the PROPOSAL.

2.2 Duties of the Airport

2.2.1 Information or services that the AIRPORT is required to provide under the PROPOSAL will be provided by the AIRPORT with reasonable promptness to avoid delay in orderly progress of the delivery.

2.2.2 Except as expressly stated in this PROPOSAL and the Document 00700-General Conditions, the AIRPORT owes no duty to CONTRACTOR or any Service Provider or Supplier.

2.3 The Airport's Right to Reject Work

2.3.1 The Airport shall have the right to reject performance that does not conform to the PROPOSAL Documents. AIRPORT shall also have the right to require special inspection or testing of the performance of service. Neither AIRPORT'S right to act under this Section nor any decision by AIRPORT either to exercise or not to exercise such right shall give rise to any duty or responsibility of AIRPORT to CONTRACTOR or to any other person or entity, or result in a waiver of any of Airport's rights or relieve CONTRACTOR of its obligations.

ARTICLE 3 – RELEASE AND INDEMNIFICATION

CONTRACTOR agrees to and shall release the AIRPORT, its agents, employees, officers and legal representatives (Collectively the “Airport”) from all liability for injury, death, damage or loss to persons or property sustained in connection with or incidental to performance under this PROPOSAL, even if the injury, death, damage or loss is caused by the Airport’s sole or concurrent negligence and/or the AIRPORT’S strict product’s liability or strict statutory liability.

CONTRACTOR agrees to and shall defend indemnify, and hold the AIRPORT, its agents, employees, officers and legal representatives (Collectively the “Airport”) harmless for all claims, causes of action, liabilities, fines and expenses (including, without limitation, attorneys’ fees, court costs and all other defense costs and interest) for injury, death, damage or loss to persons or property sustained in connection with or incidental to performance under the PROPOSAL including, without limitation, those caused by:

CONTRACTOR’S and/or its agents, employees, officers, directors, CONTRACTOR or subcontractors (Collectively in numbered subparagraphs 3.25.1.1 through 3.25.1.3, “Contractor”) actual or alleged negligence or intentional acts or omissions;

The AIRPORT’S actual or alleged concurrent negligence, whether Contractor is immune from liability or not;

The AIRPORT’S CONTRACTOR’S actual or alleged strict products liability or strict statutory Design-Build liability, whether Contractor is immune from liability or not.

CONTRACTOR’S duty to defend, indemnify and hold harmless the Airport shall survive any termination of this PROPOSAL.

The indemnification obligations hereunder shall not be limited in any way by the limits of any insurance coverage or any limitation on the amount or type of damages, compensation or benefits payable by, for, or to CONTRACTOR or any Service provider, supplier, or any other individual Contractor or any subcontractor, supplier or any other individual or entity under any insurance policy, workers’ compensation acts, disability benefit acts or other employee benefits acts.

Release and Indemnification – Patent, copyright, trademark and trade secret infringement unless otherwise specifically required by the PROPOSAL, Contractor agrees to and shall release and defend, indemnify and hold harmless the Airport, its agents, employees, officers and legal representatives (collectively the “AIRPORT”) from all claims or causes of action brought against the AIRPORT by any party, including CONTRACTOR, alleging that the Airport’s use of any equipment, software, process or documents Contractor furnishes during the term of the PROPOSAL infringes on a patent, copyright or trademark, or misappropriates a trade secret. Contractor shall pay subject to reimbursement if allowed under the PROPOSAL, all costs (including, without limitation, attorney’s fees, court costs and all other defense costs and interest) and damages awarded.

CONTRACTOR shall not settle any claim on terms which prevent the AIRPORT from using the equipment, software, process or product with the Director's prior written consent.

Unless otherwise specifically required by the PROPOSAL, within sixty (60) days after being notified of the claim, CONTRACTOR shall, at its own expense, either:

Obtain for the AIRPORT the right to continue using the equipment, software, process or product, or

If both parties agree, replace or modify them with compatible and functionally equivalent products.

If none of these alternative is reasonably available, the AIRPORT may return the equipment, software or product, or discontinue the process, CONTRACTOR shall refund the purchase price.

3.1 Indemnification Procedures

3.1.1 Notice of Indemnification Claims: If the AIRPORT or CONTRACTOR receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other Party within ten (10) days. The notice must include the following:

- 3.1.2 description of the indemnification event in reasonable detail,
- 3.1.3 the basis on which indemnification may be due, and
- 3.1.4 the anticipated amount of the indemnified loss.

This notice does not stop or prevent the AIRPORT from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the AIRPORT does not provide this notice within the 10-day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

3.1.5 Defense of Indemnification Claims:

3.1.5.1 Assumption of Defense: CONTRACTOR may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the AIRPORT. CONTRACTOR shall then control the defense and any negotiations to settle the claim. Within ten (10) days after receiving written notice of the indemnification request, CONTRACTOR must advise the AIRPORT as to whether or not it will defend the claim. If CONTRACTOR does not assume the defense, the AIRPORT shall assume and control the defense, and all defense expenses constitute an indemnified loss.

3.1.5.2 Continued Participation: If CONTRACTOR elects to defend the claim, the Airport may retain separate counsel to participate in, but not control, the defense and to participate in, but not control, any settlement negotiations. CONTRACTOR may settle the claim without the consent or agreement of the AIRPORT, unless it:

3.1.5.2.1 would result in injunctive relief or other equitable remedies or otherwise require the AIRPORT to comply with restrictions or limitations that adversely affect the AIRPORT;

3.1.5.2.2 would require the AIRPORT to pay amounts that CONTRACTOR does not fund in full; or

3.1.5.2.3 would not result in the AIRPORT'S full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

ARTICLE 4 - ADMINISTRATION OF THE PROPOSAL

4.1 Communications in Administration of the Proposal

4.1.1 Except as otherwise provided in the PROPOSAL or when authorized by Director in writing, CONTRACTOR shall communicate with and through the Assistant Director or Designee. Director will communicate with subcontractors and suppliers through CONTRACTOR, but Director is entitled to communicate directly with subcontractors and suppliers at any time to obtain information.

4.1.1.1 Inspectors employed by the AIRPORT shall be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter or waive any provision of the PROPOSAL. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for CONTRACTOR or its subcontractors.

4.2 Final Completion and Final Payment

4.2.1 CONTRACTOR shall submit the following items to the AIRPORT before the AIRPORT will issue a final agreement:

4.2.2 Written statement that CONTRACTOR knows of no substantial reason that insurance will not be renewable to cover Correction Period required by the PROPOSAL Documents;

4.3 Consent of Surety to final payments; The AIRPORT will make monthly payments to CONTRACTOR within thirty (30) days after acceptance of the service and notification of acceptable performance, subject to limitations, if any, as stated in the PROPOSAL Documents.

- 4.3.2 Acceptance of payment: CONTRACTOR shall constitute a waiver of all Claims, whether known or unknown, CONTRACTOR, except those previously made in writing and identified Contractor as unsettled at time of final Application for Payments.
- 4.3.3 Warranties required by the PROPOSAL shall commence on the date of start of service. Warranties shall not commence on items not yet completed as of the date.

ARTICLE 5 - MISCELLANEOUS PROVISIONS

5.1 Governing Laws

5.1.1 The PROPOSAL is subject to the laws of the State of New Hampshire, the Airport and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

5.1.2 Venue for any litigation relating to the PROPOSAL is Hillsborough County, NH.

5.2 Successors

5.2.1 The PROPOSAL binds and benefits the Parties and their legal successors and permitted assigns; however, this Paragraph does not alter the restrictions on assignment and disposal of assets set out in Paragraph 6.3.1. The PROPOSAL does not create any personal liability on the part of any officer or agent of the Airport.

5.3 Written Notice

5.3.1 All notices required or permitted by the PROPOSAL must be in writing and must be effected by hand delivery; registered or certified mail, return receipt requested; or facsimile with confirmation copy mailed to receiving Party. Notice is sufficient if made or addressed with proper postage to the address stated in the PROPOSAL for each Party ("Notice Address") or faxed to the facsimile number stated in the PROPOSAL for each Party. The notice is deemed delivered on the earlier of:

5.3.1.1 the date the Notice is actually received;

5.3.1.2 the third day following deposit in a United States Postal Service post office or receptacle; or

5.3.1.3 the date the facsimile is sent unless the facsimile is sent after 5:00 p.m. local time of the recipient and then it is deemed received on the following day.

Any Party may change its Notice Address or facsimile number at any time by giving written notice of the change to the other Party in the manner provided for in this Paragraph at least fifteen (15) days prior to the date the change becomes effective.

5.4 Rights and Remedies

5.4.1 Duties and obligations imposed by the PROPOSAL and rights and remedies available thereunder are in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

5.4.2 No act or failure to act by the Airport or Contractor is a waiver of rights or duties afforded them under the PROPOSAL, nor is the act or failure to act constitute approval of or acquiescence in a breach of the PROPOSAL. No waiver, approval or acquiescence is binding unless in writing and, in the case of the AIRPORT, signed by Director.

5.5 Inspections

5.5.1 CONTRACTOR shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

5.5.2 Neither observations by the Airport, nor inspections, tests, or approvals by others, relieves CONTRACTOR from obligations to deliver service in accordance with the PROPOSAL Documents, and current Federal, State and Airport Regulations.

5.5.3 Parties in Interest

5.5.4 The PROPOSAL does not bestow any rights upon any third party, but binds and benefits the Parties only.

5.5.5 CONTRACTOR shall comply with all applicable federal, state, and Airport laws, rules, ordinances and regulations. Nothing herein shall be construed to require that Contractor ensures that the PROPOSAL documents are prepared in accordance with applicable laws

5.5.6 Enforcement

5.5.6.1 AIRPORT Attorney or designee has the right to enforce all legal rights and obligations under the PROPOSAL without further authorization.

5.5.7 Severability

5.5.7.1 If any part of the PROPOSAL is for any reason found to be unenforceable, all other parts remain enforceable to the extent permitted by law.

EXHIBIT “C”
PROPOSED STAFF AND COMPENSATION PLAN
FY2020

MEMBER	ACTUAL PAY GRADES	\$
Fire Chief	Annual Salary	$37.53 \times 2,080 = \$78,062.40$
Assistant Chief	Hourly Rate	\$27.77
Captain	Hourly Rate	\$22.66
Lieutenant	Hourly Rate	\$19.09
Firefighter	Hourly Rate	\$17.32

EXHIBIT “D”

DESIGNATED REPRESENTATIVE

NAME:

TITLE:

CONTACT INFORMATION:

**COMPANY'S QUESTIONNAIRE
AIRPORT RESCUE & FIREFIGHTING SERVICE
MANCHESTER•BOSTON REGIONAL AIRPORT
COMPANY'S ACKNOWLEDGEMENT**

EXHIBIT "E"

All information requested in this Questionnaire MUST be furnished by the Airport Rescue & Firefighting (ARFF) Service (hereinafter referred to as "Company"), and MUST be submitted as part of the ARFF Services Statement of Qualifications. Statements must be complete and accurate. Omissions, incompleteness, inaccuracy, or misstatements may be cause for rejection of a Statement of Qualifications.

All Statements of Qualifications shall become the property of the City of Manchester. Those parts of a Statement of Qualifications which are defined by a Company as business or trade secrets, and are reasonably marked "Trade Secrets", or "Confidential", or "Proprietary" shall only be disclosed to the public if such disclosure is required or permitted under the laws of the State of New Hampshire or the City's policies, rules or regulations.

By submission of this Statement of Qualifications, Company acknowledges and agrees that the City of Manchester has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in this questionnaire, and authorizes the release to the City of Manchester of any and all information sought in such inquiry or investigation.

Company (Print Name)

By: _____

By: _____
Signature

Internal Revenue Service Employer
Identification Number

(Additional sheets may be inserted and/or attached as necessary to complete this Statement of Qualifications and Questionnaire).

Airport Rescue & Firefighting Service Questionnaire

STATEMENT OF QUALIFICATION AND EXPERIENCE FOR AIRPORT RESCUE & FIREFIGHTING SERVICE AT MANCHESTER•BOSTON REGIONAL AIRPORT MANCHESTER, NEW HAMPSHIRE

A. REQUIRED INFORMATION

1. Name of Contractor: _____
Address: _____
Telephone: _____
2. When Incorporated: _____
In what State: _____
3. Number of years' contractor has provided:
 - a. Airport Rescue & Firefighting: _____
 - b. Security Service: _____
 - c. Other Airport Services – Define: _____

4. Names and experience of key personnel as listed:

<u>TITLE</u>	<u>EXPERIENCE</u>
Owner(s): _____	_____
President: _____	_____
Vice Pres.: _____	_____
Secretary: _____	_____
Controller: _____	_____

5. Total number of officer personnel: _____
Total of all other personnel: _____
6. Total number of Airport Rescue & Firefighting Facilities
Operated: _____
7. Annual Gross Revenue from Firefighting Operations:

8. List Banking Reference:

9. List Dunn & Bradstreet rating (if available).

10. **BUSINESS EXPERIENCES**

List four (4) persons or firms with whom you have conducted business transactions during the past three (3) years. At least two (2) of the references named are to have knowledge of your debt payment history.

REFERENCE NO.1

Firm:

Title:

Address:

Telephone:

Nature and magnitude of purchase, sale, loan, business association, etc.:

REFERENCE NO.2

Firm:

Address:

Telephone:

Nature and magnitude of purchase, sale, loan, business association, etc.:

EXHIBIT “F”

2019 AIRPORT ARFF BUDGET

Minor Tools and Apparatus	\$10,000.
Fire Extinguisher	\$ 2,200.
Books and Periodicals	\$ 750.
Medical Supplies	\$ 4,300.
Training	\$27,300.
Furniture and Fixtures	\$ 500.
ARFF Live Drill	\$12,385.
Uniforms (Provided by existing Contractor)	\$ 0.
Vehicles and Equipment (Provided by Airport)	\$ 0.
PPE (Included in Minor Tools and Apparatus)	<u>\$ 0.</u>
TOTAL	\$57,435.

EXHIBIT “G”
Evaluation
Form

Scoring: Written proposal and interview will be based on the criteria provided below.

Weights: Each evaluation criteria are given a weight based on the importance to the Scope of Work. Weights range from 10 to 40 with a total weight of 100.

Rating Scale: 0=Unresponsive, 1=Inadequate, 2=Poor, 3=Average, 4=Above Average, 5=Exceptional.

Company Name: _____

Evaluator #: _____

Date: _____

CRITERIA	WEIGHT	SCORE (0-5)	POINTS (WEIGHT X SCORE)
Proposal Responsiveness	10		
Qualifications/Experience/Questions	20		
Proposed Budget	30		
Administration Fees	40		
TOTAL			
MAXIMUM POINTS			500

EXHIBIT “H”
Private Firefighting Certificate

Saf-C 6016.01 Purpose and Scope.

(a) The purpose of this part is to assure the public safety by establishing minimum certification requirements for private firefighting units.

(b) All private firefighting units required to be certified pursuant to RSA 154 shall comply with the requirements of this part:

Source: #2898, eff 11-8-84; ss by #4971, eff 11-8-90; ss by #6339, eff 9-25-96; rpld by #7052, eff 7-2-99; ss by #8180, eff 9-23-04 (from Saf-C 6020.01); ss by #10058, eff 12-23-11 (See Revision Note at chapter heading for Saf-C 6000)

Saf-C 6016.02 Definition of Officer. “Officer”, for the purposes of this part, means any person who is assigned any of the following ranks or titles:

- (a) Director;
- (b) Executive director;
- (c) Fire chief;
- (d) Assistant fire chief;
- (e) Deputy fire chief;
- (f) Commissioner;
- (g) Fire engineer;
- (h) Fire ward;
- (i) President;
- (j) Vice-president;
- (k) Secretary;
- (l) Treasurer; or
- (m) General manager.

Source: #8180, eff 9-23-04 (from Saf-C 6020.02); ss by #10058, eff 12-23-11 (See Revision Note at chapter heading for Saf-C 6000)

Saf-C 6016.03 Felony Conviction of an Officer or Owner of a Private Firefighting Unit. No person who has been convicted of a felony shall serve as an officer of a private firefighting unit or hold any ownership interest of 10 percent or more in a private firefighting unit.

Source: #8180, eff 9-23-04 (from Saf-C 6020.03); ss by #10058, eff 12-23-11 (See Revision Note at chapter heading for Saf-C 6000)

Saf-C 6016.04 Application for Certification.

(a) A private firefighting unit shall apply to the New Hampshire State Fire Marshal

for certification.

(b) An applicant shall submit a complete and detailed written statement, signed under oath or affirmation, by the applicant, if an individual, or by the officers of the applicant, if a corporation or an association.

(c) The written statement in (b) above shall include the following:

(1) Information about every person who possesses an ownership interest of 10 percent or more in the private firefighting unit, the applicant and every person who is an officer of the private firefighting unit, including:

- a. Name;
- b. Residence address;
- c. Place and date of birth;
- d. Number of shares of stock held, if applicable; and
- e. How shares of stock, in d. above, were obtained;

(2) A statement that the applicant has conducted a criminal record check and that no officers of the private firefighting unit and no person who possesses an ownership interest of 10 percent or more in the private firefighting unit has been convicted of a felony; and

(3) Proof that the private firefighting unit is a legal corporation capable of transacting business under the laws of the state of New Hampshire, including:

- a. A copy of the legal name certificate issued by the secretary of state; and
- b. The name and address of a legal agent within the state upon whom process may be served.

(d) An applicant shall submit to the state fire marshal a letter of agreement that indicates the willingness of an insurance company to carry a comprehensive general liability policy, including broad form coverage with basic limits and excess limits in amounts agreed upon between the applicant and the governing body of the city, town or village district. The policy shall include professional liability and errors and omissions coverage for all applicant employees, including volunteer and call members. The city, town or village district shall be named as an additional insured party if required by the city, town or village district.

(e) An applicant shall submit to the state fire marshal a letter of agreement that indicates the willingness of an insurance company to provide workers'

compensation coverage for all applicant employees, including volunteer and call members. The workers' compensation coverage shall conform to New Hampshire laws and rules.

(f) For the purposes of (d) and (e) above, a letter of agreement from an agent of an insurance company shall not be acceptable.

(g) An applicant shall submit a signed agreement with the state fire marshal agreeing to the conditions set forth in (h) below.

(h) Pursuant to (g) above, an applicant shall agree to the following conditions:

(1) Require all full-time firefighters hired by the private firefighting unit to comply with the same educational and training requirements of the fire standards and training commission as firefighters employed by municipal fire departments, unless higher standards are required by a contract or these rules;

(2) Meet all applicable requirements for emergency medical services set forth in New Hampshire law and rules;

(3) Require that, if new motorized fire apparatus is purchased, leased or otherwise acquired by the private firefighting unit, the fire apparatus shall comply with the requirements of NFPA 1901, "Standard for Automotive Fire Apparatus", 2009 edition (NFPA 1901) or current;

(4) Require that all motorized fire and rescue apparatus be maintained in accordance with the manufacturer's recommendations;

(5) Require that, if buildings and structures are erected, leased or supplied by the private firefighting unit, they shall conform to applicable federal, state and local fire, safety, sanitary and zoning laws, ordinances, codes, or standards;

(6) Conduct an in-service training and education program in accordance with the standards set forth by the New Hampshire fire standards and training commission for all fire personnel employed by the private firefighting unit;

(7) Disclose to the board of selectmen, town manager, village district commission, mayor or city manager and update annually a detailed plan showing how the applicant would continue to provide fire services in the event of a job action or strike;

(8) Comply with all statutes, laws, rules, regulations and orders of federal, state, county or municipal authorities which shall impose any duties or obligations on the applicant;

- (9) Participate in and abide by the provisions of any mutual aid agreement, which the governing body of the town, city, or village district has entered into;
- (10) Cause every fire within its area of operation to be investigated and determine and record, if possible, the cause and origin of each fire;
- (11) Report findings of evidence of illegal actions or actual personal injury or death of a person or persons to the state fire marshal when conducting an investigation in accordance with (h) (10) above;
- (12) Take adequate steps to determine that all fire apparatus, vehicles and ambulances shall at all times be operated in compliance with the applicable state motor vehicle laws pertaining to emergency vehicles;
- (13) Perform annual testing of all hose, ladders, fire and ambulance apparatus with the results of the tests recorded and maintained as permanent records;
- (14) Employ no person to fulfill the contract with the city, town, or village district, known to the private firefighting unit or that could have been determined through reasonable diligence has been convicted of a crime that would constitute arson or burglary under New Hampshire law;
- (15) Permit the state fire marshal or his authorized agents to enter any premises under the private firefighting unit's control during the term of the contract for the purpose of examining records, apparatus, personnel, or facilities if deemed necessary to determine ongoing compliance with the agreement;
- (16) Disclose to the city, town or village district, upon request, the criminal and motor vehicle records and training records of all employees engaged in firefighting or ambulance duties within the city, town or village district prior to employment, available under New Hampshire laws;
- (17) Behave in all respects in the same manner as a public fire department with regard to the authority of the state fire marshal and the duty to cooperate with the state fire marshal regarding:
- a. Fire investigations;
 - b. Fire incident reporting;
 - c. Fire inspections;
 - d. Hazardous materials emergencies; and
 - e. All other matters within the purview of the state fire marshal;

(18) Maintain and submit to the city, town, village district or state, as appropriate, all reporting logs and forms and other records required by the city, town, village district or state;

(19) Not assign or transfer the private firefighting unit's contract with the city, town or village district without prior written consent from the city, town or village district and the state fire marshal;

(20) Conduct a fire prevention campaign to the nature and extent specified in the contract with the governing body of the city, town or village district; and

(21) Maintain and make available to the public, upon request, the following official records:

- a. Emergency dispatch center logs;
- b. Records of fire safety inspections;
- c. Fire and other emergency incident reports; and
- d. Fire investigation reports, unless it involves:

- 1. Arson fire;
- 2. Part of an ongoing criminal investigation; or
- 3. A juvenile.

(i) An applicant shall submit, along with the detailed written statement in (c) above, the name of the city, town or village district with which the applicant intends to contract and a copy of any proposed bid specifications or contract.

#8180, eff 9-23-04 (from Saf-C 6020.04); ss by #10058, eff 12-23-11 (See Revision Note at chapter heading for Saf-C 6000)

Saf-C 6016.05 Notification of Decision.

(a) After reviewing all the information submitted by the applicant, pursuant to Saf-C 6016.04, the state fire marshal shall:

(1) Certify the private firefighting unit, if it has complied with all requirements in this part; and

(2) Notify in writing the applicant and the governing body of the city, town, or village district with which the applicant intends to contract, of his/her decision.

Source: #8180, eff 9-23-04 (from Saf-C 6020.05); ss by #10058, eff 12-23-11 (See Revision Note at chapter heading for Saf-C 6000)

Saf-C 6016.06 Annual Update of Application. Any certified private firefighting unit shall maintain the conditions of certification and file an update of the information required in Saf-C 6016.04 to the state fire marshal on an annual basis.

Source: #8180, eff 9-23-04 (from Saf-C 6020.06); ss by #10058, eff 12-23-11 (See Revision Note at chapter heading for Saf-C 6000)

Saf-C 6016.07 Administrative Action Against a Certification.

(a) For any of the reasons set forth in (b) below, the state fire marshal shall, after notice and hearing, take any of the following administrative action(s), depending upon the circumstances of each case, ranging from most severe to least severe:

- (1) Revocation of private firefighting unit's certification;
- (2) Suspension of private firefighting unit's certification;
- (3) Issuance of a warning letter; or
- (4) Issuance of an order to comply with these rules.

(b) Pursuant to (a) above, the following reasons shall subject a private firefighting unit to administrative action(s):

- (1) Failure to comply with any of the provisions of these rules;
- (2) Failure to abide by the provisions of the agreement executed pursuant to Saf-C 6016.04(h);
- (3) Failure to abide by the provisions of the contract with the city, town or village district as evidenced by a formal complaint of the governing body of the city, town or village district;
- (4) Providing false or misleading information as part of the certification process;
- (5) Conviction of the proprietor, partners, corporation, its officers or partners, or associates of arson, bribery or any felony;
- (6) Filing a petition for bankruptcy or reorganization;
- (7) Making an assignment for the benefit of creditors;
- (8) Consenting to the appointment of a receiver or trustee; or
- (9) Defaulting in discharging any obligation for the payment of money owed to the

city, town or village district or the state or a third party.

(c) For the purposes of (a) above, the severity of the administrative action(s) taken against a private firefighting unit shall correlate with the factors set forth below:

- (1) The seriousness of the private firefighting unit's actions;
- (2) The private firefighting unit's history of compliance with Saf-C 6015 or any other order by the state fire marshal;
- (3) The degree of purposefulness on behalf of the private firefighting unit in carrying out any of the actions stated in (b) above; and
- (4) Any other factor which indicates a disregard on behalf of the private firefighting unit for its responsibility to public safety and its ability to carry forth its responsibility pursuant to these rules.

Source: #8180, eff 9-23-04 (from Saf-C 6020.07); ss by #10058, eff 12-23-11 (See Revision Note at chapter heading for Saf-C 6000)

EXHIBIT “I”

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

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

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a) Only installing steel and manufactured products produced in the United States; or
- b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

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

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

- a) To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To 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 Documentation

Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects Issued on June 19, 2018

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 “facility”. The required documentation for a Type 3 waiver is:

- a) 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).

b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.

c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

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

a) Detailed cost information for total project using U.S. domestic product

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

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

Date _____ Signature _____

Company _____ Name _____

Title _____

EXHIBIT “J”

Certificate of Buy American Compliance for Manufactured Products

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

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- 2. To faithfully comply with providing U.S. domestic product.
- 3. To furnish U.S. domestic product for any waiver request that the FAA rejects
- 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

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

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

Required Documentation

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

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

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

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

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

Date _____ Signature _____

Company _____ Name _____

Title _____

APPENDIX “A”

CONTRACTOR/FIRE CHIEF/MANAGER - FIRE/SECURITY DUTIES:

Under general direction of the Airport Director, to serve as Fire Chief/Manager at the Airport; to lay out, assign, schedule, and coordinate the work of Fire/Fire Safety/Security personnel; to supervise the shift crews in the care and maintenance of equipment, stand-by details, fire prevention inspection, and other assignments; to direct the instruction and training of Fire/Fire Safety/Security personnel and to coordinate training between the shifts; to supervise the inspection of ARFF facilities and equipment for fire hazards and to see that such hazards are eliminated; to develop standard operating procedures governing response to and operations at firefighting, aircraft incidents and accidents, rescue/medical responses, crash landings, and rescue incidents; to respond to fire and/or crash alarms and to take command of firefighting and rescue activities; to determine type, progress and probable extent of fires and to make on-the-spot decisions as to techniques to be employed in individual firefighting situations or aircraft incidents; Supervise the inspection of fuel farm facilities and fueling vehicles and prepare inspection paperwork; to recommend and implement new or revised departmental regulations and procedures; to assist, at the direction of Airport Management, in developing mutual aid plans for firefighting operations with local fire and police chiefs; to be responsible for the care and maintenance of equipment and the cleanliness of quarters and common adjacent areas; to requisition supplies and equipment and to assist in preparing specifications for equipment; to assist in preparation of the annual budget; keep records and prepare reports; and to perform such other duties as may be assigned, including Airport Safety/Security. Ensure training of Fire/Fire Safety/Security personnel in patrol work, first aid, Federal Aviation Regulations and Airport Rules and Regulations, other local, state, and or/federal regulations, public relations, traffic direction, report writing and other work requirements that may be required from time to time of Fire/ Fire Safety/Security personnel. Normal hours as pertains to the Fire Chief are 8:00 am to 4:00 pm, Monday through Friday.

MINIMUM QUALIFICATIONS FOR CONTRACTOR/FIRE CHIEF/MANAGER:

Experience: Six years in Airport Rescue & Firefighting and Security experience as a Fire Chief/Manager/Supervisor. Skills and Knowledge: Considerable knowledge of the recognized standard covering firefighting and effective operation, and maintenance of firefighting apparatus, equipment, and appliances at an airport; knowledge of the methods and specialized techniques used to control or extinguish petroleum, special fuels, chemical, and aircraft fires; knowledge of aircraft rescue procedures; ability to plan, assign, and direct the work of Officer/Station Supervisor and Fire/Fire Safety/Security Officers; ability to plan and supervise the instruction and training of Fire/Fire Safety/Security personnel. Possession of valid NH CDL-B commercial Driver's license required. Person in this position is required to carry a pager for 24 hour emergency recall/contact purposes.

Personal Attributes: Excellent physical condition; courage and resourcefulness in emergencies; mental alertness; initiative; sound judgment; integrity; good memory; good powers of observation; ability to work effectively and harmoniously with others.

OFFICER/STATION SUPERVISOR:

Of the five (5) personnel required per shift, one assigned officer shall be airport command qualified and designated to act as command station supervisor. Under general supervision of the Fire Chief/Manager to serve as Command Officer on an assigned shift.

Under general direction of Fire Chief/Manager this position will ensure that all station activities conform to standard operating procedures, office instructions, FAA, TSA, and Airport Rules and Regulations; responsible for assignment and supervision of firefighting crews, security patrols and ARFF apparatus; acts as Incident Commander until relieved by the Fire Chief; participates with other crew members and functions as a driver/operator or other position as required in the suppression of aircraft or structural fires using appropriate apparatus and tools to control and extinguish fires, rescue personnel and protect property; responsible for implementation of all orders and directives; responsible for the performance of subordinates and the maintenance of equipment in a serviceable manner and participates in this upkeep; conducts and participates in practice drills; attends classes in firefighting and aircraft firefighting techniques; conducts and participates in recurring proficiency training; maintains certifications as prescribed by the FAA, TSA, the NFPA, State of New Hampshire, and the Airport. Oversees tests, recharges or maintains fire extinguishers, firehose, fire station, and auxiliary equipment; responds to medical emergencies providing medical care and stabilizing patient until local EMS unit arrives; attends classes on emergency medical care and mass casualty training; performs alarm room watch monitoring communications systems as necessary and provided; relays information to other airport departments as required; prepares and maintains log books using approved procedures; performs other related administrative duties; performs fueling inspections; performs fire safety/security duties as required to include ramp patrol, gate/fence checks, removing foreign objects from runways and taxiways; responsible for adherence of assigned crew to security regulations and security patrol requirements; coordinating and responding to requests from FAA Air Traffic Control Tower or Airport Operations; enforce local, and FAA and TSA regulations regarding operations and security; participate in or coordinate dissemination of NOTAMS. Perform other related duties as required.

MINIMUM QUALIFICATIONS FOR OFFICER/STATION SUPERVISOR:

Experience: Must have a minimum of two (2) years Airport Rescue and Firefighting experience with a minimum of one (1) year in an appropriate ARFF supervisory position. Must meet the requirements of NH Fire Standards and Training for Level II Firefighter, including qualification under National Fire Protection Association 1003 (Standard for Airport Firefighter Professional Qualifications) and completion of an FAA approved course for Airport Firefighter. Must meet all requirements of the State of New Hampshire Fire Standards and Training. Must be a nationally registered Emergency Medical Technician, including American Heart Association or American Red Cross Cardio-Pulmonary

Resuscitation in accordance with FAR Part 139 prior to initial performance of emergency medical services. Position requires a NH CDL-B Driver's License; must be trained, and approved to provide training, as required by FAR Part 139. Person in this position will be required to carry a pager for 24-hour emergency recall/contact purposes.

Personal Attributes: Excellent physical condition; courage and resourcefulness in emergencies; mental alertness; initiative; sound judgment; integrity; good memory; good powers of observation; ability to work effectively and harmoniously with others.

FIRE/FIRE SAFETY/SECURITY OFFICER:

Duties: Under general supervision of the Fire Chief/Manager, or Officer/Station Supervisor, the Fire/Fire Safety/Security officer to serve as driver-operator of pumper trucks or comparable chemical, crash, ladder trucks or security vehicles at the Airport; to drive and be able to maneuver a fire truck into the most advantageous position for combating a fire; to operate pumps, boom, nozzles, or similar equipment; to perform firefighting, rescue and salvage operations at fires, accidents and emergencies; to maintain fire and security equipment in good working condition; to make inspections of airport aprons, taxiways, runways, buildings and structures for fire or other hazards, security, and maintenance problems; to supervise or assist in supervision of fire drills and to instruct others in the techniques and methods of firefighting; to enforce FAA, TSA, and Airport rules and regulations; maintain the ARFF quarters and surrounding areas in a clean, sanitary and orderly condition; to prepare reports; and to perform such other duties as may be assigned, including Airport Fire Safety/Security patrol.

MINIMUM QUALIFICATIONS FOR FIRE/FIRE SAFETY/SECURITY OFFICER:

Experience: Two (2) years Airport Rescue & Firefighting experience. Must meet all requirements of the State of New Hampshire Fire Standards and Training. Must meet the requirements of NH Fire Standards and Training for Level II Firefighter, including qualification under National Fire Protection Association 1003 (Standard for Airport Firefighter Professional Qualifications) and completion of an FAA approved course for Airport Firefighter. Must be a nationally registered Basic Level EMT. Must meet FAR Part 139 requirements for Airport Firefighter and EMT prior to initial performance of these duties.

In lieu of the two years ARFF experience, this position must have attained New Hampshire level two certification as a firefighter and must have successfully completed an FAA approved course for ARFF Certification. Skills and Knowledge: Skill in the operation, use, and maintenance of firefighting equipment in fighting of fires; ability to maintain order among large groups of persons in emergencies; alertness and skill in detecting and recognizing fire hazards; knowledge of established aircraft rescue methods and first aid measures; ability to understand and carry out instructions. Possession of a valid NH CDL-B drivers' license required, or the ability to acquire such within 60 days of appointment. Personal Attributes: Excellent physical condition, strength and agility; mental alertness; mechanical aptitude; sound judgment; courage, firmness; dependability, emotional stability; good memory, good powers of observation; ability to work

effectively and harmoniously with others.

All ARFF/Security personnel are subject to a fingerprint based criminal history records check, must obtain an Airport Security Identification Badge, and must comply with the requirements of the Transportation Security Administration and Manchester•Boston Regional Airport for the issuance and acceptance of such security badge. All ARFF/Security personnel must obtain a Manchester•Boston Regional Airport Driver Permit prior to operating any vehicle on the aircraft operations area (AOA).

APPENDIX “B”

Example of Price Revision Computation Relative to Consumer Price Index Changes Assuming that:

1. The annual price is \$125,000
2. The price index for previous March was 183.2
3. The price index for the current March is 189.8. Then the percentage increase for the year thus reflected is: $189.8 - 183.2 = 6.6$ price index change $6.6 / 183.2 = 3.6\%$ price index increase. Then the price revision for the year thus reflected is: $3.6\% \times \$125,000 = \$4,500$ net annual increase Adjusted annual price would be \$129,500 effective July 1st of said calendar year. Pursuant to the terms of Article IX, Paragraph B hereof, the increase in this example would be limited to 5.0% of the prior year's contract price ($\$125,000 \times 5.0\% + \$125,000 = \$131,250$).

**APPENDIX “C”
PRICE PAYMENT SCHEDULE**

ITEM 1

ADMINISTRATION FEE:

Price per year \$ _____

ITEM 2

2019 FISCAL YEAR PROPOSED BUDGET:

\$ _____