

BIDDING FIRM: GCS RBS, Inc.

**EXHIBIT "A-1" BID FORM
TO RFB NO. 23-24-74**

CITY OF VISALIA, CA

Project: SUPPLY AND DELIVERY OF ONE (1) AIRFIELD SWEEPER

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 23-24-74 dated: June 27, 24, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, and labor required for the above stated project as set forth in the RFB, including all Exhibits and related contract documents therefore.

BIDDER declares that this proposal is based upon careful examination of the Specifications, Instructions to BIDDERS, and the contract requirements.

BIDDER agrees that if this bid is accepted for award, Bidder shall honor the unit and/or lump sum price as set forth on this Bid Form and shall provide to the Visalia Purchasing Division, a Performance bond, and Insurance Certificates as specified in RFB document, within 10 days after award date. BIDDER understands that failure to do so in the time and manner prescribed, the Purchasing Division may proceed to award the contract to others.

BIDDER understands that the Time of Completion Date for this project is four-hundred eighty (480) calendar days from the effective date of the Purchase Order (Notice to Proceed). BIDDER shall pay the City LIQUIDATED DAMAGES in the amount of fifty (\$50) per day for each calendar day the project is delayed beyond the "TIME OF COMPLETION DATE".

BIDDER understands that a bid is required for the product and that compensation under the contract will be based upon the product condition received as stated in the bid specifications. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in amounts bid, unit prices shall govern over extended amounts and words shall govern over figures.

BIDDER further declares that he/she has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid.

BIDDER understands that award of this project is contingent upon a grant offer from the Federal Aviation Administration and acceptance of the grant offer by the City of Visalia.

BIDDER understands that this purchase is being funded in whole or in part by means of a grant made by the United States acting through the Federal Aviation Administration of the Department of Transportation. This project is subject to the Federal provisions, statutes and regulations as set forth in the RFB document and exhibits.

BIDDER understands and agrees that bid prices shall be held firm by the Bidder for at least one hundred twenty (120) days.

LOWEST BIDDER will be determined by the lowest total bid amount. Total bid amount is the sum total of base bid plus alternate 1. After the low bid has been determined the City reserves the right, as funding allows, to award base bid only or base bid plus alternate 1. Award, if made, will be to the lowest bidder whose bid is deemed both responsive and responsible and meets all criteria set forth in the bid specifications.

BIDDER understands that Exhibit A-2 "Airfield Sweeper Specifications Checklist" must be completed and submitted with this bid.

BIDDER understands to complete and submit with bid form, all certificates, statements and exhibits that are included with bid document (Exhibits B-1 through B-22).

BIDDER understands to include a quote that itemizes the base bid amount and a quote for Alternate 1 amount.

BIDDER understands to include the specifications or brochure of the airfield sweeper being proposed.

BIDDER has read and hereby agrees to the conditions stated in this bid by affixing his/her signature below.

Description: Supply and Delivery of Airfield Sweeper per the specifications of RFB 23-24-64, including all attachments. One (1) Airfield Sweeper	Price bid for Airfield Sweeper includes all delivery and freight charges, Visalia sales tax of 8.5%, unloading, required training, operational performance testing, manuals and warranties, title and registration documents and all incidentals. \$ 383,294.⁰⁰ (Base Bid Amount)
Alternate 1: One gutter broom attachment with poly brushes on driver's side	\$ Included in base Bid Amount (Alternate 1 Bid Amount)
Total Bid Amount: Base Bid + Alternate 1	\$ 383,294.⁰⁰ (Total Bid Amount)
Total Bid Amount in words: <u>Three Hundred Eighty Three Thousand Two hundred ninety Four</u> dollars, and <u>00</u> cents	

Make/Model of the Airfield Sweeper being proposed: TYMCB / 600 HSP

Delivery FOB Destination: Visalia, CA Delivery Time: 365 Days Days ARO (After Receipt of Order)

Warranty Per Specifications Does the Bid meet specifications: Yes No

(1) GCS Environmental Equipment Services Inc.
Bidding Firm

(2) S-Coop.
Corporation, Partner, Joint Venture

(3) 121 East St. Woodland CA 95776
Business Address City State Zip Code

(4) 530 402 1850 530 402 1851 tracy@gcsess.com
Telephone Number Fax Number Email Address

[Signature]
Signature of Authorized Person (Date) June 27, 2024

Tracy R. Pinkston
Type or Print Authorized Person's Name

PLEASE SEE THE FOLLOWING INSTRUCTIONS REGARDING SIGNATURE

- If the BIDDER is an individual, enter name here in style used in business; if a joint venture, exact name of entities joining in the venture; if a partnership, the correct trade style of the partnership; if a corporation, the exact name of the corporation.
- If BIDDER is other than an individual, identify here its character, i.e., joint venture, partnership, corporation, including the state of incorporation. If BIDDER is an individual operating under a trade name, state "an individual dba (trade name in full)".
- State on this line, the address to which all communications and notices regarding the Bid Proposal, and any contract awarded thereunder, are to be addressed.
- If BIDDER is a joint venture, signature must be by one of the joint venturers, and if one or both of the joint venturers is a partnership or a corporation, each participating partnership must sign by a general

partner, and each corporation by an authorized officer or employee; if a partnership, by a general partner; if a corporation, by an authorized officer or employee. The title of the person signing must appear after his/her signature. Where BIDDER is a partnership or corporation, the names of all other general partners, or the president or secretary of the corporation and their business addresses must be shown below.

Note: All names must be typewritten under written signature. All Addresses must be complete with street number, city, state and zip code.

City of Visalia Business Tax Certificate No.: will be supplied per specifications

A City Business Tax Certificate (License) is not required to submit a bid; however, vendor is required to obtain a City License prior to commencement of work. Contact the Business Tax Division with any questions at (559) 713-4326.

Federal Tax I.D. No.: 26-363 2499

REFERENCES
Please list (3) companies as references of approximately the same size and characteristics of the product and/or equipment and/or materials as described in this bid.

Company Name	Tel. No.	Contact	Product(s)
1. SAC Intl Airport	916 874 0645	Steve McDonald	Tymco 600 HSP
2. Monterey Airport	831 333 2318	John O'Neil	Tymco 600 HSP
3. SFO Airport	650 821 5517	Joe Petrella	Tymco 600 HSP

REMINDER:

Items to be submitted with Bid Packet:

- Bid Form (Exhibit A-1).
- Airfield Sweeper Specifications Checklist (Exhibit A-2).
- Required certificates, statements and exhibits that are included with bid document (Exhibits B-1 through B-22).
- Quote that itemizes the base bid amount (delivery and freight charges, Visalia sales tax of 8.5%, unloading, required training, operational performance testing, manuals and warranties, title and registration documents, and any other fees) and a quote for Alternate 1 amount.
- Include specifications or brochure of airfield sweeper being proposed.



GCS ENVIRONMENTAL EQUIPMENT SERVICES INC

July 10, 2024

To Gladys Ruiz, Administrative Analyst Purchasing Division City of Visalia

RFB 23-24-74 Airfield Sweeper Bid Break Down:

Base Bid \$345,067.25

Delivery, Freight, Warranties, Testing, Training ETC... \$6,399.05

Sales Tax @ 8.50% \$30,027.70

Alternate # 1 \$1,800.00

Total Bid \$383,294.00 FOB Visalia Ca

Regards,

Tracy R. Pinkston

GCS Environmental Equipment Services Inc.

121 East Street Woodland, CA 95776

Office 530.681.1752 Mobile 530.681.1752

Email: tracy@gcsees.com

Website: www.gcsees.com

EXHIBIT "A-2" AIRFIELD SWEEPER SPECIFICATIONS CHECKLIST

City of Visalia, California

RFB NO. 23-24-74

Bidder shall complete and submit this checklist with their bid.

Any items checked "yes" indicate Bidder's proposed sweeper meets the specifications. Items checked "No" will result in a non-responsive bid. If a prospective Bidder has an issue meeting any specification requirements and would like to request for a variance, please submit a question by Wednesday, June 26, 2024 at 5pm so that the City can evaluate the feasibility of modifying the specification requirement by addendum.

GENERAL

Sweeper complies with FAA AC No: 150/5210-24.

Yes No

Manuals/ parts lists as specified included.

Yes No

Training as specified included.

Yes No

Post delivery inspection included.

Yes No

WARRANTY

Sweeper, including auxiliary engine if equipped: minimum one year parts and labor

Yes No

Truck/ Chassis: minimum two years unlimited mileage parts and labor(all systems) five years emissions systems, including DEF system.

Yes No

TRUCK CHASSIS

Freightliner M2 or equivalent with a factory dealer service center located within 75 miles of Visalia, CA

Yes No

Engine: diesel, California emissions compliant, Transmission: automatic

Yes No

Cooling system protected to -30 degrees F

Yes No

Power steering

Yes No

Suspension: spring

Yes No

Brakes: Power, ABS

Yes No

Diesel fuel tank minimum 30 gallons, shared by aux. engine if equipped and fillable without raising/ moving any components.

Yes No

Tow hooks front and rear

Yes No

Conforms to all applicable government/ industry standards

Yes No

Exterior finish standard Chrome Yellow color meeting AC 150/5210-5D requirements for Airfield Service Vehicles

Yes No

SAFETY

FAA approved beacon

Yes No

Rear camera/ cab monitor

Yes No

Back up alarm

Yes No

Hopper safety stand included

Yes No

Fire extinguisher(s)

Yes No

Work lights

Yes No

VHF transceiver/antenna

Yes No

SWEEPER

In cab controls- all sweeper functions

Yes No

In cab auxiliary engine monitors/ gauges (if equipped)

Yes No

In cab raised hopper/ hopper door open indicators

Yes No

Sweep in reverse

Yes No

Auxiliary Engine (if equipped) Diesel, Tier 4 final spec, fuel supplied by chassis tank, separate fuel-water separator, all safety shutoff devices

Yes No

Minimum 78" pickup head width

Yes No

Minimum one gutter broom with poly brushes on driver's side (Alternate 1)

Yes No

Regenerative air vacuum system

Yes No

Minimum 4-yard capacity hopper

Yes No

Hopper shall be stainless steel

Yes No

In cab hopper load level indicator

Yes No

Minimum hopper dump height 40"

Yes No

Hopper deluge/ clean out with drain

Yes No

Hydraulic system as specified

Yes No

Hour meter

Yes No

Water system as specified

Yes No

Hydrant wrench

Yes No

Dust separator as specified

Yes No

Electrical system as specified

Yes No

Lateral air nozzle (if equipped) as specified

Yes No

Bid As option \$ 5,000.⁰⁰ plus TAX

Magnet (if equipped) minimum size as specified

Yes No

Bid As option \$ 1,100.⁰⁰ plus TAX

PERFORMANCE

Test passed as specified

Yes No

NON-COLLUSION AFFIDAVIT

(Cal. Public Contract Code § 7106 and United States Code Section 112)

In accordance with Title 23 United States Code section 112 and Public Contract Code 7106 the bidder declares that bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.



Signature

June 27, 2024

Date

Note: The above Non-collusion Affidavit is part of the Proposal submittal. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

WORKERS' COMPENSATION INSURANCE CERTIFICATE
(CALIF. LABOR CODE § 3700)

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under this contract.

Company: GCS Environmental Equipment Services Inc

Business Address: 121 East St Woodland, CA 95776

Signature:  Date: June 27, 2024

Print Name of Signing Official: Tracy R. Pinkston

Title of Signing Official: President / CEO

Company Seal (if any):

BIDDER'S STATEMENT ON PREVIOUS CONTRACTS SUBJECT TO EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (EXECUTIVE ORDER 11246)

The BIDDER shall complete the following statement by checking the appropriate blanks:

The BIDDER has has not participated in a previous contract subject to the Equal Employment Opportunity Clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

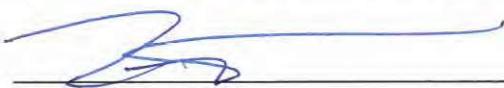
The BIDDER has has not submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subBIDDERS will be awarded prior to award of subcontracts.

If the BIDDER has participated in previous contracts subject to the Equal Employment Opportunity Clause and has not submitted compliance reports due under applicable filing requirements, the BIDDER shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to award of the contract.

Note: Failure to complete the blanks may be grounds for rejecting the bid.

Company: GCS ENVIRONMENTAL Equipment Services Inc.

Business Address: 121 East St. Woodland CA 95776

Signature:  Date: June 27, 2024

Print Name of Signing Official: Tracy R. Pinkston

Title of Signing Official: President / CEO

Company Seal (if any):

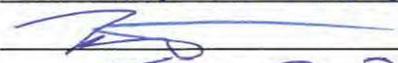
EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE
(EXECUTIVE ORDER 11246)

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor Regulations (41 CFR Chapter 60) during the performance of each contract with the City of Visalia, the BIDDER agrees as follows:

1. The BIDDER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The BIDDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BIDDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The BIDDER will, in all solicitations or advertisements for employees, placed by or on behalf of the BIDDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the BIDDER's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.
4. The BIDDER will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.
5. The BIDDER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the BIDDER's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the BIDDER may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.
7. The BIDDER will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBBIDDER or vendor. The BIDDER will take such action with respect

to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the BIDDER becomes involved in, or is threatened with litigation with a SUBBIDDER or vendor as a result of such direction by the contracting agency, the BIDDER may request the United States to enter into such litigation to protect the interest of the United States.

Company: GCS Environmental Equipment Services Inc
Business Address: 121 East St. Woodland CA 95776
Signature:  Date: June 27, 2024
Print Name of Signing Official: Tracy R. Pinkston
Title of Signing Official: President / CEO
Company Seal (if any):

AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

By submission of a bid, the BIDDER certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract. By commencing performance of the Contract work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

Company: GCS Environmental Equipment Services Inc

Business Address: 121 East St. Woodland CA 95776

Signature:  Date: June 27, 2024

Print Name of Signing Official: Tracy R. Pinkston

Title of Signing Official: President / CEO

Company Seal (if any):

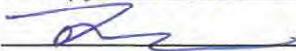
CERTIFICATE OF NONSEGREGATED FACILITIES
(BIDDERS/SUBCONTRACTORS)

1. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.
2. By the submission of a bid, the BIDDER certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The BIDDER agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.
3. By submission of the bid, the BIDDER further agrees that (except where it has obtained identical certifications from proposed SUBCONTRACTORS for specific time periods) it will:
 - (a) Obtain identical certifications from proposed SUBCONTRACTORS before the award of subcontracts under which the SUB-BIDDER will be subject to the Equal Opportunity clause;
 - (b) Retain such certifications in its files; and
 - (c) Forward this certification and the following notice to the proposed SUBCONTRACTORS:

**NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATION OF NONSEGREGATED FACILITIES**

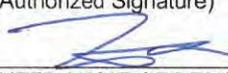
A certificate of Nonsegregated Facilities must be submitted before the award of a subcontract under which the SUBCONTRACTOR will be subject to the equal Opportunity clause. The certification may be submitted either for each SUBCONTRACTOR for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

4. By commencing performance of the Contract work, the selected BIDDER certifies to the Nonsegregated Facilities provisions above.

Company: GC5 BBS, Inc.
Business Address: 121 East St. Woodland, CA 95776
Signature:  Date: June 27, 2024
Print Name of Signing Official: Tracy R. Pinkston
Title of Signing Official: 
Company Seal (if any):

STATE OF CALIFORNIA
DRUG-FREE WORKPLACE CERTIFICATION
STD.21 (REV.12-93)

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME <i>GCS ERS, Inc.</i>	FEDERAL ID NUMBER <i>26-3632499</i>
BY(Authorized Signature) 	DATE EXECUTED <i>June 27, 2024</i>
PRINTED NAME OF PERSON SIGNING <i>Tracy R. Pinkston</i>	TELEPHONE NUMBER (Include Area Code) <i>530 402 1850</i>
TITLE <i>President / CEO</i>	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS <i>121 East St. Woodland CA 95776</i>	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above-named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355©, that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until *Required* (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, than the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

BUSINESS OWNERSHIP DISCLOSURE

GCS BRS, Inc.

Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

121 EAST ST. Woodland CA 95776

Address

List the names of all principals, partners, and/or trustees. For corporations, provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

Tracy R Pinkston President/CEO

Jim Buchmiller/CEO

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, also known as the "Levine Act," can prohibit members of the Visalia City Council from participating in any action related to a contract if he or she receives any political contributions totaling more than \$250 within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution(s) by a party to be awarded a specific contract.

The following website contains a list of current Visalia City Council Members, https://www.visalia.city/government/city_council/default.asp. You are responsible for reviewing the names of Visalia City Council Members prior to making the following disclosure:

- 4. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to a Visalia City Council Member in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any City Council action related to this contract?

YES: _____ NO:

If yes, please identify the City Council Member(s) and date(s) of contribution in the space below:

<u>Council Member(s) Name</u>	<u>Date of Contribution(s)</u>
_____	_____
_____	_____

Answering YES, does not preclude the City of Visalia from awarding a contract to your firm or from taking any subsequent action related to the contract. It does, however, preclude the identified Visalia City Council Member(s) from participating in any actions related to this contract.

NOTICE: The disclosure duty under state law continues for twelve (12) months after the award. If the above information regarding contributions changes during this time after the award, then the awardee is required to update this disclosure form.

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

- The Contractor is not:
 - (1) Identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
 - (2) A financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,00 over the life of the contract (up to 5 years).

Signature:  Printed Name: Tracy R. Pinkston
Title: President / CEO Agency Name: GCS BIES, Inc.
Date: June 27, 2024

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or eligibility to bid on contracts for three years.

CERTIFICATION REGARDING COMPLIANCE WITH FEDERAL FUNDING REQUIREMENTS

The BIDDER hereby assures and certifies that it will comply with the federal requirements, regulations, policies, guidelines and requirements with respect to the acceptance and use of Federal Funds for this federally assisted project:

Company: GCS BES, Inc.

Business Address: 121 EAST St. Woodland CA 95776

Signature:  Date: June 27, 2024

Print Name of Signing Official: Tracy R. Prokstan

Title of Signing Official: President/CEO Company Seal (if any):

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT CERTIFICATION
CLEAN AIR ACT 42 U.S.C. § 7401-7671q.) and the FEDERAL WATER POLLUTION CONTROL ACT as amended (33 U.S.C. § 1251-1387). 49 CFR, Part 18, Section 18.36)

This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.

BIDDER agrees that any facility to be used in the performance of the contract, or to benefit from the contract, is not listed on the Environmental Protection Agency List of Violating Facilities.

BIDDER also agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. relating to the inspection, monitoring, entry, reports and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder.

BIDDER agrees that as a condition for award of the contract, the BIDDER will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of, or benefit from, the contract is under consideration to be listed on the EPA List of Violating Facilities.

Company: GCS BBS, Inc.

Business Address: 121 Base St. Woodland, CA 95776

Signature: [Signature] Date: June 27, 2024

Print Name of Signing Official: Tracy R. Pinkston

Print Title of Signing Official: President / CEO

Company Seal (if any):

CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE

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

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

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

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

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

- a) Only installing steel and manufactured products produced in the United States;
- b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

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

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

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

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

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

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

Required Documentation

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

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

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

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;

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

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

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

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

June 27, 2024
 Date
GCS BRS, Inc.
 Company Name

[Signature]
 Signature
President / CEO
 Title

CERTIFICATES REGARDING DEBARMENT

1. 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.

2. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

DATE

June 27, 2024

SIGNED BY



DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

The bidder/offeror is committed to a minimum of 0.09% DBE utilization on this contract.

The bidder/offeror (if unable to meet the DBE goal of 0.09%) is committed to a minimum of 0% DBE utilization on this contract and should submit documentation demonstrating good faith efforts.

I certify that I am duly authorized to legally bind the bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Contractor GCS BES, Inc.

State Registration No. N/A

By [Signature] (Signature) President/CEO (Title)

Address 101 East St. Woodland CA 95776

Phone No. 530 402 1850 Zip Code 95776

CITY OF VISALIA
DBE PARTICIPATION LIST

Submitted by: GASBOS, Inc.

NAME AND ADDRESS OF DBE FIRM	CONTACT PERSON AND PHONE NUMBER	DESCRIPTION OF SUBCONTRACTED WORK	0 \$ VALUE	* \$ VALUE TOWARDS GOAL 0	% OF TOTAL CONTRACT VALUE 0

*100% for DBE Subcontractors and manufacturers, 60% for DBE suppliers (regular dealers).

DBE SUBCONTRACTOR ATTESTATION

The undersigned attests to the following:

1. _____ [Insert Proper Name of Subcontractor] (“DBE Subcontractor”) is a Disadvantaged Business Enterprise (“DBE”), consistent with federal law, that will perform work in connection with Visalia Municipal Airport, Visalia, Tulare County, California, Airfield Sweeper, AIP No. 3-06-0271-____-2024 (“Project”);
2. The DBE Subcontractor has entered into a subcontract with _____ [Insert Name of Contractor/Bidder] to perform work on the Project;
3. The DBE Subcontractor will perform the following work in connection with the Project:

Insert Brief Description of Work DBE Contractor Will Perform In the Space Below

4. The total contract value of the above subcontract is:

Insert Total Subcontract Value In the Space Below

\$ _____ . _____

I certify that I am duly authorized to legally bind the DBE Subcontractor to this attestation, that the contents of this attestation are true, and that this attestation is made under the laws of the State of California.

By: Terry R. Pinkston
Title: President / CEO
Company: GCS BRS, Inc



GCS ENVIRONMENTAL EQUIPMENT SERVICES INC

July 15, 2024

To Gladys Ruiz, Administrator Analyst Purchasing Division City of Visalia

Subject: RFB 23-24-74 Bid Airfield Sweeper

For this bid GCS Environmental Equipment Services Inc. was not able to find any suppliers that meet the DBE goals as stated on Exhibit B-14 (page 33) of the specifications. We contacted TYMCO several times and spoke with Kaye Morgan the Production/Sales Coordinator, Bobby Johnson VP of Marketing and Joe Fulbright the FAA Specialist at TYMCO. We also called a DBE trucking company in Southern CA we found that is a DBE and requested a quote to have them ship the Sweeper from TYMCO at Waco Texas to GCS EES, Inc in Woodland, CA they never responded. The Company Name is Munoz & Son Trucking Inc. Called them again on another phone number we found for them and the number has been disconnected. (714-280-9935)

Regards,

**Tracy R. Pinkston
GCS Environmental Equipment Services Inc.
121 East Street Woodland, CA 95776
Office 530.402.1850 Mobile 530.681.1752
Email: tracy@gcsees.com
Website: www.gcsees.com**

CERTIFICATION REGARDING LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

DATE June 27, 2024 SIGNED BY 
Tracy R. Pinkerton
President / CEO

**CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND
FELONY CONVICTIONS**

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

Certifications

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

Note

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

Term Definitions

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

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

June 27, 2024

Date
GCS BBS, Inc

Company Name



Signature
President / CEO

Title

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included

on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

DATE June 27, 2024

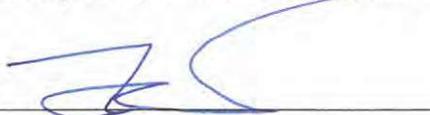
SIGNED BY 

Tracy R. Pinkston
President / CEO

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

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

DATE June 27, 2024

SIGNED BY 

Tracy R. Pinkston
President / CEO

**CERTIFICATION OF PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND
VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

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

DATE June 27, 2024

SIGNED BY 

*Tracy R. Pankston
President / CEO*

Bidder/Proposer Name: GCS BBS, Inc
(Submit with Bid Proposal)

Additional Federal Contract Provisions & Required Clauses
Applicable to RFB 23-24-74

All federal procurement requirements provided in Uniform Guidance 2 CFR Part 200 shall be in effect. In addition, the following terms and conditions apply to you as a contractor/vendor/consultant/supplier, of the City of Visalia for this project/product/service.

The services performed by the awarded Contractor shall be in compliance with all applicable grantor regulations/requirements, and additional requirements specified in this document. It shall be the awarded Contractor's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this project. In general,

- 1) The contractor (including all subcontractors) must insert these contract provisions in each lower tier contracts (e.g., subcontract or sub-agreement).
- 2) The contractor (or subcontractor) must incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services.
- 3) The prime contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor, or service provider.

1. ACCESS TO RECORDS (42 CFR 420.302)

- (A) The Contractor agrees to provide the City of Visalia, the U.S. Department of Treasury, the Comptroller General of the United States, HHS, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed and agrees to cooperate with all such requests.
- (B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

2. BONDING REQUIREMENTS (2 CFR 200.326)

The BIDDER acknowledges the requirement for construction or facility improvement contracts, agreements, or purchase orders or subcontracts exceeding the Simplified Acquisition Threshold. The City of Visalia accepts the bonding policy and requirements in compliance with Federal guidelines as set forth below:

- (A) A Bid Guarantee from each bidder equivalent to 10% of the bid price. The Bid Guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the BIDDER will, upon acceptance of the BID, execute such contractual documents as may be required within the time specified.

Bidder/Proposer Name: GLS BBS, Inc.
(Submit with Bid Proposal)

(B) A Performance Bond on the part of the CONTRACTOR for 100% of the contract price. A Performance Bond is one executed in connection with a contract to secure fulfillment of all the contractor's requirement under such contract.

3. BUILD AMERICA, BUY AMERICA ACT (2 CFR 200.1 – IJA; 49 U.S.C. 5323(J); 49 CFR 661)

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(A) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(B) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

4. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. § 1352, as amended)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327 through 333)
(applies only to purchases over \$100,000, when laborers or mechanics are used)**

Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Bidder/Proposer Name: GCS BBS, Inc.
(Submit with Bid Proposal)

6. DEBARMENT AND SUSPENSION (2 CFR 180; 49 CFR 29, 18.35)

- (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- (B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (C) This certification is a material representation of fact relied upon by the City of Visalia. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- (E) (Executive Orders 12549 and 12689) — By execution of this Agreement, CONTRACTOR certifies to the CITY that it is not a party listed on the government-wide exclusions list in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension," and is not debarred, suspended, or otherwise excluded from the award of a federally-supported contract under statutory or regulatory authority other than Executive Order 12549.

7. SEAT BELT USE IN THE UNITED STATES (EXECUTIVE ORDER 13043 & 62 CFR 19217)

Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

8. MINORITY AND WOMEN BUSINESS ENTERPRISES (EXEC ORDERS 11625, 12138, and 12432)

Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

- (A) Including qualified women's business enterprises and small and minority businesses on solicitation lists.
- (B) Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources.
- (C) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises.
- (D) Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business.

Bidder/Proposer Name: GLS BBS, Inc.
(Submit with Bid Proposal)

- (E) Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- (F) If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in (A) - (E) above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

9. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

10. RECORDS RETENTION (2 CFR 200.334-337)

- (A) Contractor must retain all financial records, supporting documents, statistical records, and all other of its records pertinent to this Agreement for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or CITY. The only exceptions to the three-year limit are the following:
 - i. If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
 - ii. When the Contractor is notified in writing by the City or Federal awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.
 - iii. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
 - iv. When records are transferred to or maintained by the City or Federal awarding agency, the 3-year retention requirement is not applicable to the Contractor.

11. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (37 CFR 401)

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

ACKNOWLEDGMENT

The official named below acknowledges that they are duly authorized legally to bind the BIDDER/CONTRACTOR/VENDOR/SUPPLIER/CONSULTANT to the certifications listed above. They acknowledge that they are fully aware that this certification, executed on the date below, is made under penalty of perjury under Federal and State of California laws.

BIDDER/CONTRACTOR FIRM NAME <i>GCS BRS, Inc.</i>	FEDERAL ID NUMBER <i>26-363 2499</i>
BY (Authorized Signature) 	DATE EXECUTED <i>JUNE 27, 2024</i>
PRINTED NAME OF SIGNER <i>Tracy R. Pinkston</i>	TELEPHONE NUMBER <i>(580) 402-1850</i>
TITLE <i>President / CEO</i>	
BIDDER/CONTRACTOR FIRM'S MAILING ADDRESS <i>121 East St. Woodland, CA 95776</i>	

Exhibit E

RFB 23-24-74

FEDERAL (FAA) CLAUSES

Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects

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A1 ACCESS TO RECORDS AND REPORTS

2 CFR § 200.334

2 CFR § 200.337

FAA Order 5100.38

ACCESS TO RECORDS AND REPORTS

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

A2 BREACH OF CONTRACT TERMS

2 CFR Part 200, Appendix II(A)

BREACH OF CONTRACT TERMS

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

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

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

A3 BUY AMERICAN PREFERENCE

Title 49 USC § 50101

Executive Order 14005, *Ensuring the Future is Made in All of America by All of America's Workers*

Bipartisan Infrastructure Law (Pub. L. No. 117-58), Build America, Buy America (BABA)

FAA BUY AMERICAN PREFERENCE

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

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

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

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

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

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

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

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

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

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

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

Required Documentation

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

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

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

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;

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

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

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

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

June 27, 2024

Date

GCS Environmental Equipment
Company Name SERVICES INC.



Signature

President / CEO
Title

A4 CIVIL RIGHTS - GENERAL

49 USC § 47123

GENERAL CIVIL RIGHTS PROVISIONS

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

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

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

A5 CIVIL RIGHTS – TITLE VI ASSURANCE

49 USC § 47123

FAA Order 1400.11

Title VI Solicitation Notice:

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by

- discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a 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 a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A6 CLEAN AIR AND WATER POLLUTION CONTROL

2 CFR Part 200, Appendix II(G)
42 USC § 7401, et seq
33 USC § 1251, et seq

CLEAN AIR AND WATER POLLUTION CONTROL

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

Contractor must include this requirement in all subcontracts that exceed \$150,000.

A7 DEBARMENT AND SUSPENSION

2 CFR Part 180 (Subpart B)
2 CFR Part 200, Appendix II(H)
2 CFR Part 1200
DOT Order 4200.5
Executive Orders 12549 and 12689

A7.1.1 Bidder or Offeror Certification

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.

A7.1.2 Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

A8 DISADVANTAGED BUSINESS ENTERPRISE

A8.1 SOURCE

49 CFR Part 26

A8.1.1 Solicitation Language (Solicitations that include a Contract Goal)

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

Contract Assurance (49 CFR § 26.13; mandatory text provided) –

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

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

Prompt Payment (49 CFR § 26.29; acceptable/sample text provided) –

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the prime contractor receives from City of Visalia. The prime contractor agrees further to return retainage payments to each subcontractor within 7 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Visalia. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided) –

The prime contractor must not terminate a DBE subcontractor listed in response to II, Introduction, (or an approved substitute DBE firm) without prior written consent of City of Visalia. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent City of Visalia. Unless City of Visalia consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

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

Before transmitting to City of Visalia its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to City of Visalia, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise City of Visalia and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why City of Visalia should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), City of Visalia may provide a response period shorter than five days.

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

A9 DISTRACTED DRIVING

Executive Order 13513

DOT Order 3902.10

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety

policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

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

A10 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

2 CFR § 200, Appendix II(K)

2 CFR § 200.216

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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

A11 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

29 USC § 201, et seq

2 CFR § 200.430

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

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

A12 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR Part 200, Appendix II(I)

49 CFR Part 20, Appendix A

CERTIFICATION REGARDING LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member

of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

A13 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

29 CFR Part 1910

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.

A14 PROCUREMENT OF RECOVERED MATERIALS

2 CFR § 200.323

2 CFR Part 200, Appendix II(J)

40 CFR Part 247

42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA))

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors

are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

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

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

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

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

A15 TAX DELINQUENCY AND FELONY CONVICTIONS

Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

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

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide

information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

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

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

A16 TERMINATION OF CONTRACT

2 CFR Part 200, Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

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

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

Owner agrees to pay Contractor for:

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

4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

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

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CAUSE (EQUIPMENT)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract for cause if the Contractor:

1. Fails to begin the Work under the Contract within the time specified in the Notice-to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

A17 TRADE RESTRICTION CERTIFICATION

49 USC § 50104

49 CFR Part 30

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on

the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

A18 VETERAN'S PREFERENCE

49 USC § 47112(c)

VETERAN'S PREFERENCE

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

A19 DOMESTIC PREFERENCES FOR PROCUREMENTS

2 CFR § 200.322

2 CFR Part 200, Appendix II(L)

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

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

TYMCO Model HSP[®] Specifications For Visalia Airport, CA

Diesel Powered 7.3 Cubic Yard Volumetric Capacity High Speed Airport Runway Sweeper

It is the intent of these specifications to describe a street sweeper in sufficient detail to assure that product reliability, design integrity, technical soundness and sweeping performance is provided. The unit provided shall be new, of current manufacture, and the model and series must have been in production a minimum of ten (10) years. Bidder shall provide a list of 5 customers currently using the model. All parts not specifically mentioned, which are necessary to provide a complete street sweeper, shall be included in the bid and shall conform in strength and quality of material and workmanship to what is normally provided to the trade in general.

The unit shall be delivered completely assembled, serviced and ready to operate. The bidder shall have a qualified service representative in attendance with the sweeper during startup operation to make any adjustments and give instructions to assure proper operation of the sweeper.

The sweeper shall be warranted to be free from defective materials and workmanship for a period of 12 months or 1,000 hours from date of delivery.

The unit bid shall be a regenerative air sweeper mounted on a truck chassis capable of highway speeds such as a TYMCO Model HSP REGENERATIVE AIR SWEEPER.

MANUALS/TRAINING

- _____ The bidder shall supply one sweeper operator's manual and one sweeper parts and service manual on paper and one set on an electronic format with each unit.
- _____ The bidder shall supply one operator's for the auxiliary engine on paper.
- _____ The bidder shall supply one chassis parts manual on an electronic format with each unit.
- _____ Manufacturer shall have available certifiable training course for complete maintenance and operation of sweeper at the manufacturer's facility. The training course is provided at no additional charge.
- _____ Manufacturer must have scheduled a minimum of 20 training courses per year for convenience of customers scheduling. The course shall be specific to the model bid.
- _____ Bidder shall provide operator instruction/safety/maintenance procedures on an electronic format with the unit.

PAINT - COLOR

- _____ The entire unit shall be painted FFA Chrome Yellow applied over a suitable primer. Pick-up head, gutter brooms and truck frame shall be painted black.

REGENERATIVE AIR SWEEPER

POWER UNIT - DIESEL

- _____ The sweeper power unit shall be a diesel fueled, liquid cooled, charge air-cooled, turbocharged electronic Final Tier 4 emissions John Deere PowerTech™ PWL 4.5L industrial engine, Model 4045HFC04. Engine displacement shall not be less than 275 cubic inch developing not less than 99 HP @ 2200 RPM and 315 ft. lbs. torque @ 1600 RPM. Engine shall be 4.2" bore and 5.0" stroke.
- _____ Cylinder construction shall be wet sleeve type.
- _____ Engine shall be equipped with a radiator fan, auxiliary drive, and engine mounted exhaust filter
- _____ Spin on replacement type oil filter remote mounted for easy access
- _____ Unit shall have a fuel/water separator and fuel filter remote mounted for easy access with water-in-fuel monitoring that will display a warning in the cab of the sweeper.
- _____ 12 volt ignition, electric starter and minimum 90 amp alternator
- _____ Engine electronics shall use John Deere ECU module and CAN SAE J1939 data link for communication.
- _____ An engine ECU shall have a multi-point engine protection system that will derate/shutdown when an engine problem is detected such as high coolant temperature, low coolant level, high air cleaner restriction or low oil pressure.
- _____ Engine controls shall be located inside cab.
- _____ Unit shall share a 51 gallon fuel tank with chassis engine.
- _____ Unit shall share batteries with chassis engine.
- _____ Unit shall have a heavy-duty dry type air cleaner with replaceable Donaldson PowerCore® element, safety element, and integral pre-cleaner scavenged to the regenerative air system.
- _____ The in-cab display shall include an air cleaner restriction gauge which displays percentage restriction and includes an audible alarm and visual message when filter restriction reaches a serviceable level.
- _____ Engine shall be programmed for isochronous governor feature for engine speed control.
- _____ A heat exchanger assembly will provide adequate cooling for three different systems: engine coolant system, engine intake charge air and hydraulic system oil. It must be modular in design for ease of maintenance with each cooler located side-by-side rather than stacked in series. Air will be circulated through the heat exchanger assembly by an engine mounted fan.
- _____ A 5.4 gallon (volumetric), 3.8 gallon (useable), right mid-ship mounted DEF tank shall supply diesel exhaust fluid to Selective Catalytic Reduction (SCR) system.

DUST SEPARATOR – HIGH CAPACITY

- _____ Separation of the dirt from the air stream shall be accomplished within the hopper by means of a multi-pass cylindrical centrifugal single chamber dust separator with a minimum size of 20" diameter and 61" width. The separator shall be designed so that it will not plug with normally encountered debris.
- _____ The dust separator shall have a minimum 24" x 61" curved, easy to open door allowing inspection and cleaning of the interior. The door shall have an abrasion resistant bonded rubber lining material for long life.
- _____ The dust separator shall incorporate a high capacity chamber to accumulate the separated material. The chamber shall be a minimum 16" x 24" x 61".
- _____ The entire dust separator inlet area shall be lined with a bolt-in replaceable, wear resistant rubber liner for long life.

HOPPER

- _____ Hopper size to be approximately seven and three tenths (7.3) cubic yard volumetric measurement with an operating load capacity of not less than 6 cubic yards.
- _____ A 61" x 84" steel screen of not less than 13 gauge shall be provided.
- _____ Dumping shall be accomplished by means of hydraulically actuated cylinders attached to a rear door which shall have a minimum opening of 84" x 44" with a raker bar moving inside hopper as door is opened and closed to dump debris behind the rear wheels.
- _____ Hydraulic cylinder movement shall be controlled with the use of an electric toggle switch located on the side of the hopper so discharging of debris may be viewed during dumping.
- _____ The hopper floor shall have a minimum of 22 degree slope.
- _____ Hopper door shall be opened and closed hydraulically and be held in the closed position by means of a lock valve located in the hydraulic dump circuit.
- _____ A 9.75"x 29" inspection door shall be provided on both left and right side of the hopper for easy viewing inside hopper and insertion of large debris.
- _____ Hopper shall be maintained airtight through use of rubber seals on all doors and openings.
- _____ Hopper suction inlet roof area shall have a bolt on replaceable Ultra High Molecular Weight (UHMW) wear resistant liner 3/8"x11"x10'.

_____ An SAE Class 1/California Title 13 compliant amber LED beacon light shall be mounted on the rear of the sweeper hopper. The beacon light shall have a protective limb guard.

_____ Two (2) work lights shall be mounted at the rear of the hopper to illuminate the dump area.

_____ Two (2) amber LED flashing warning lights shall be mounted at the rear of the hopper.

_____ Hopper Deluge System with high volume nozzles which attach to a fire hydrant to flush the hopper shall be furnished and shall include quick disconnect fittings on nozzle and filler hose.

_____ For maximum corrosion resistance, all interior and exterior hopper sheet surfaces to be fabricated with an industrial grade, **non-magnetic** low carbon, high chromium stainless steel. **The hopper, hopper door, inspection doors, raker plate, high capacity dust separator, and screen assemblies are made of stainless steel and included.**

_____ Hopper load indicator shall be provided with audible and visual indicators on the in-cab display that signals full load.

_____ Hopper dump door indicator shall be located in the cab.

_____ Rear dump door safety prop shall be painted yellow.

HYDRAULIC SYSTEM

_____ The hydraulic system shall be adequate for use within the design requirements of the sweeper. The system shall include a minimum 25 gallon reservoir, sight gauge, temperature gauge, 80 mesh suction strainer, spin-on replaceable full flow oil filter, restriction indicator, hydraulic cylinders, gutter broom drive motors, control valves, relief valves, oil cooler, hydraulic hoses and standard fittings.

_____ The multiplex control system shall include a hydraulic oil temperature shutdown which provides the operator an audible and visual indicator through the in-cab display and shuts off the gutter brooms when hydraulic oil reaches a high temperature. The in-cab display shall also include a hydraulic oil temperature gauge.

_____ Mobil DTE 25 ULTRA hydraulic oil shall be provided for extended service life.

_____ The hydraulic pump shall be driven by the auxiliary engine.

_____ Pressure shall be 2500 PSI maximum for gutter brooms and 1500 PSI maximum for pick-up head and dump door.

_____ An auxiliary hydraulic system shall be furnished which electrically operates the hydraulic system without running the auxiliary engine to raise/lower the gutter broom(s), pick-up head and open/close the dump door.

BLOWER

_____ Heavy duty, wear resistant, high strength cast aluminum alloy turbine type open face blower computer balanced within 4 grams shall be provided to create air pressure and suction.

_____ Blower wheel shall be covered with wear resistant rubber for long life.

_____ Blower shall be mounted on anti-friction bearings, sealed and lubricated for life. If bearings are not sealed, then an automatic lube system must be furnished.

_____ Blower shall be driven from PTO off auxiliary engine by heavy duty power belt which shall be adjustable for tension.

_____ Blower housing shall be a bolt on design and shall be lined with a bolt-in wear resistant, replaceable rubber liner for long life.

_____ Blower not to exceed 3200 RPM to insure smooth efficient performance.

PICK-UP HEAD

_____ A spring balanced, all steel fabricated 87" x 32" high velocity debris entrainment area. Pick-up head shall be provided with up stops, extension struts and drag links.

_____ The pick-up head shall have a separate replaceable front and back chamber where pressurized air is blasted from the back chamber through an elongated blast orifice to the airfield surface.

_____ Blast orifice flange shall be bolt-on design, so that flange is easily replaced and shall have slots so that blast orifice gap is easily adjusted without removing pick-up head from sweeper.

_____ Pick-up head shall have a 14" diameter (minimum) quick disconnect pressure inlet port located on left side of pick-up head.

_____ A 14" diameter (minimum) pressure hose attached between pick-up head inlet port and urethane transition at blower housing shall be provided.

_____ A 10" diameter (minimum) suction hose, attached to a steel transition at the hopper, shall extend down to the right side of the pick-up head and shall be attached to the pick-up head suction nozzle ring.

_____ Pick-up head shall be equipped with reversible, 2" wide, adjustable, side mounted, integral alloy steel and carbide runners for maximum pick-up ability and long life. Skid runners to be warranted for 2 years/2,000 hours prorated.

_____ Pick-up head shall be raised and lowered hydraulically by a single switch on the control panel.

_____ Suction inlet in sweeper hopper shall be lined with a bolt-in, wear resistant, replaceable, full length rubber liner and high impact areas in hopper will have hopper wall liners for long life.

_____ Use of full-length broom to accomplish high speed performance not acceptable.

PERFORMANCE REQUIREMENTS

- _____ Test area shall be a paved, dry, clean surface 140 sq. ft.
- _____ Sand Pick Up: The sweeper shall pick up commercially procured dry sand, of the 1.5 to 2.5 mm size, from paved surface covered with a density spread of 0.5 lbs./sq. ft. over an area of 140 sq. ft. Pick up requirements shall be no less than 95% of sand (dry weight) at vehicle speed of 15 MPH.
- _____ Pea Gravel Pick Up: The sweeper shall pick up not less than 95% by weight of pea gravel at a vehicle speed of 15 MPH. This requirement shall be represented by a spread of 140 sq. ft. with a density spread of 0.5 lbs./sq. ft. The gradation of pea gravel shall be such that 100% passes thru a 3/8" screen and 98% on a USS No. 8 sieve.
- _____ Stone Pick Up: At a vehicle speed of 15 MPH, the sweeper shall pick up and retain ten (10) stones having a nominal diameter of 2", and placed in two (2) rows of five (5) each, 24" apart, with the rows being 36" apart.
- _____ Solid Steel Cylinder Pick Up: At a vehicle speed of 15 MPH, the sweeper shall pick up and retain ten (10) solid steel cylinders, 1" diameter x 3" long, placed in two (2) rows of five (5) each, 16" apart, with the rows being 36" apart. This test shall be run with the suction hood and vacuum system only.
- _____ Joint Cleaning: At a vehicle speed of 15 MPH, the sweeper shall remove no less than 40% by weight of dry sand (specified above) from a rectangular cross section joint 1/2" wide x 1/2" deep x 78" long when traveling at right angles to the joint.
- _____ Miscellaneous Pick Up: At a vehicle speed of 15 MPH, the sweeper shall pick up and retain not less than 54 of the following items. Seven (7) each of the items shall be spaced on 7 ft. x 10 ft. level asphalt or concrete pad marked with a 1 ft. x 2 ft. grid pattern.
- _____ 1/2" diameter steel ball bearing
 - _____ 1/2" long steel finishing nails
 - _____ 1/2" ID steel washers
 - _____ 1/4" x 2" long steel cap screws
 - _____ 1/2" steel hex nuts
 - _____ 1/2" long pieces of crumpled steel aircraft safety wire
 - _____ 2" x 2" x 1/8" thick aluminum sheet
 - _____ 1/4" diameter x 1" long aluminum rivets

GUTTER BROOM(S)

- _____ Twin gutter brooms shall be 43 inch minimum diameter, polypropylene bristle filled vertical digger type for removing debris from gutter area.
- _____ Gutter broom(s) shall be hydraulic motor driven and shall be positioned laterally and vertically by one hydraulic cylinder.
- _____ Gutter broom down pressure shall be automatically adjusted to load by a pressure sensing sequence valve in line with gutter broom torque motor.
- _____ Each gutter broom shall have adjustment for bristle contact pattern and wear.
- _____ Each gutter broom shall have lateral flexibility to swing rearward 15" when encountering the impact of an immovable object thus avoiding damage to the broom assembly.
- _____ Each gutter broom shall have a spring adjustment to allow downward compensation for bristle wear and shall be free floating to follow street contour.
- _____ Each gutter broom shall be held in the up and transit position by use of an electric lock valve attachment. Upward motion of gutter broom shall be regulated by an adjustable flow control valve.
- _____ Each gutter broom shall be controlled from inside the cab by a single switch.

DUST CONTROL WATER SYSTEM

- _____ Water tanks shall be 220 gallons total capacity, constructed of recyclable polyethylene for strength and puncture resistance, be 100% rustproof, be of bolt-in design for easy removal, and have a water level sight gauge.
- _____ Water from tank to be filtered by 80 mesh cleanable filter located between tank and water pump.
- _____ 12V electric motor driven pump delivering up to 5.0 GPM with a 25 PSI system relief pressure and with an electronic solid state liquid level sensor to automatically shut off pump and trigger an audible alarm and warning message on the touchscreen display when water is depleted.
- _____ Electric solenoid water control valves shall be cab controlled. Spray system shall include spray nozzles to be located as follows: minimum of 4 on outside of pick-up head; 2 for each gutter broom; 1 inside hopper. Water nozzles to be located on outside of pick-up head and suction tube for easy inspection and superior dust control.
- _____ Water tank shall have anti-siphon/anti-pressure filler neck with air gap.

- _____ Flexible 20 foot (minimum) long water fill hose with 2½ inch coupling for filling water reservoir and hose storage rack shall be provided. Water fill hose shall include a stainless 100 mesh cleanable filter.
- _____ Water system water level gauge shall provide a percent full gauge on the in-cab display, which includes calculated water usage statistics to include resettable trip water usage, water trip hours, and average water usage meters.
- _____ Hydrant wrench shall be furnished.

MAGNET

- _____ Magnet Assembly – Light Duty: Chain Held, full width 96" magnet mounted to the front bumper. Height adjustment is accomplished through manual positioning of chain lengths used in mounting. Debris removal is accomplished through use of a hand held scraper. Magnet strength is equal to or greater than: 175 Gauss@ 2", 100 Gauss@ 3", and 50 Gauss@ 4".

OPERATING CONTROLS

- _____ The sweeper electronic control platform shall be CAN controlled utilizing a multiplex control system.
- _____ The multiplex control system shall be equipped with a multiplex module with diagnostic LED indicators for all Inputs and Outputs as well as network and power LEDs to assist in troubleshooting.
- _____ The multiplex module shall be equipped with overcurrent protection for all outputs.
- _____ All module Inputs and Outputs as well as network and power status shall be accessible through the in-cab display.
- _____ All operating controls for sweeper shall be mounted inside truck cab and readily accessible to the operator.
- _____ All main sweeping functions shall be multiplexed with LED diagnostics and integral solid-state circuit protection to reduce overall wiring and enhance operator feedback.
- _____ In-cab controls shall consist of, but are not limited to, gutter brooms, pick-up head, engine throttle, water system, water system nozzles, dump door, and work lights.
- _____ Dump control includes a single weatherproof toggle located on the exterior of sweeper on the blower side on the hopper, mid-ship.
- _____ Auxiliary engine controls shall be mounted on control console.
- _____ A 5.7 inch viewable (minimum) multi-function, high resolution, LCD, color touchscreen display shall be pedestal mounted to display gauges consisting of, but not limited to engine RPM, engine oil pressure, engine temperature, battery voltage, and instantaneous fuel rate.
- _____ For sweeper on board diagnostics (OBD), the in-cab display shall provide detailed text descriptions of sweeper faults as well as provide input/output status and stored output faults.
- _____ For auxiliary engine OBD, the in-cab display shall provide a detailed message about auxiliary engine faults providing SPN, FMI, and a text description of the fault at minimum.
- _____ The display shall provide a visual indicator icon for the following: Pick-up head down, dust suppression water pump, low water, water system winterization.
- _____ The in-cab sweeper display shall incorporate resettable and non-resettable hour meters for the auxiliary engine; left and right gutter brooms; pick-up head; water pump; and blower for collecting data about sweeping route performance and maintenance.
- _____ The in-cab sweeper display shall incorporate resettable sweeper and auxiliary engine service timers, which will trigger service reminders for engine oil, engine air filter, fuel filters, hydraulic filter, hydraulic oil.
- _____ The in-cab display shall include a minimum five (5) User-defined custom reminders
- _____ A minimum of three (3) custom reminders shall be timed by hours
- _____ A minimum of two (2) custom reminders shall be timed by days.
- _____ The in-cab display shall include a sweeper odometer that is active when the pick-up head is down and the auxiliary engine is above idle.
- _____ The sweeper odometer shall include a non-resettable odometer and resettable odometer, hour meter, and average sweeping speed.
- _____ The in-cab display shall log the following events by date, time, event title, and engine hours: hour meters resets, custom reminders resets, service reminders, service hour meter reset, overspeed events, hydraulic oil alerts, engine faults, sweeper output faults, sweeper odometer resets, winterization and de-winterization events, and fuel usage statistics resets.
- _____ Overspeed warning system shall be equipped to alert the operator when sweeping at an excessive speed and can be adjusted from 5-20 mph with a PIN code.
- _____ The in-cab display shall include fuel usage statistics for the auxiliary engine which displays trip fuel usage, fuel trip hours, average fuel economy, and instantaneous fuel rate.

- _____ The in-cab display shall include an on-screen guide for winterization procedures specific to the dust control system equipment. The display shall tag the system as winterized once the guide has been completed and will remove the winterized tag once the system senses water.
- _____ Audible alarms and visual indicators shall include, but are not limited to indications of the following: low dust control water, exceeding maximum recommended sweeping speed, auxiliary engine fault codes and derates such as low coolant or high engine temperature, and sweeper output faults such as low voltage.
- _____ All main electrical systems, i.e. ignition, lights, hydraulic, etc. shall be separately fused to isolate electrical problems to fused area and speed service.
- _____ All external wiring, harnesses and terminations shall be of a sealed, weather-tight design utilizing heat-shrinkable components. Additionally, where feasible, all connectors shall utilize solid, cold-formed, nickel-plated copper alloy contacts with gas-tight crimps (Deutsch).
- _____ Auto Sweep Interrupt (ASI) shall be furnished. It is a system designed to interrupt sweeping functions when any of several parameters are met. When set in Auto mode, the transmission gear placed in reverse and the "ASI RESET" switch being engaged are two of several parameters that can engage ASI. Auto sequence of operations is as follows for equipped and active features: 1) Auxiliary engine is idled and gutter broom(s) are stopped 2) Dust control system is turned off 3) Left gutter broom is raised 4) Right gutter broom is raised 5) Pick-up head is raised. The "ASI RESET" switch will reposition all functions to prior setting(s) and can be used as a one button start/stop switch during sweeping to interrupt/resume all sweeping functions. Several ASI features shall be configurable and be enabled/disabled through the control system display and be PIN protected including:
_____ **Overspeed Interrupt**, when enabled, allows for a two-stage process to prevent sweeping at excessive speeds by warning the operator at a set PIN-code protected configurable speed and then by activating ASI at a set configurable speed. From 5-20 mph the operator will receive a warning and at 8-25 mph the Auto Sweep Interrupt will engage depending on ranges set.
- _____ **Reverse Trigger Bypass**, when enabled, will prevent ASI from activating when the transmission is placed in reverse. This allows ASI to be activated using other triggers such as engaging the ASI RESET switch for one button start/stop sweeping.
- _____ **RPM Return**, when enabled, will allow ASI to return the blower RPM to the previous setting before ASI was activated.
- _____ In-cab dump switch shall be located on the control panel to activate dump operation from inside cab.
- _____ Dump Switch In-cab is located on the control panel to activate dump operation from inside cab.

ADDITIONAL EQUIPMENT

- _____ Camera/Monitor System: Alliance Wireless Technology (AWTI), slim line series with 7" color monitor mounted in cab with one rear view camera..
- _____ Lateral Airflow Nozzle: A steel nozzle assembly including a steel diverter gate shall be fitted between the front and rear axle on the left side of unit. (Light duty type hose or other non-steel duct material is not acceptable.) By means of a cab-operated control, a diverter gate shall be opened allowing the full exhaust of the blower to be redirected through the airflow nozzle. A steel transition will replace the blower side mounted urethane transition to allow proper mounting of diverter gate. The nozzle shall be adjustable. Air velocity shall be adequate to move deposits after sand and dust storms, puddles of water after heavy rainfalls, snow and grass cuttings laterally a minimum of 60 feet in a single pass.
- _____ Work Platform: Easily accessible work platform located between truck cab and sweeper. . (Only available with conventional cab chassis with 165" WB and horizontal exhaust.
- _____ LED work lights shall be provided with (1) pointing to the left gutter broom and (1) pointing to the right gutter broom, and (2) pointing behind the sweeper from the rear.

CHASSIS (Freightliner M2-106 Diesel)

GENERAL

- _____ Chassis/cab shall be conventional with a tilt hood. Frame to be straight full channel steel rails (80,000 PSI). Gross vehicle weight rating to be not less than 33,000 lbs. Curb weight with cab, fuel, water, oil and tires shall be approximately 9,300 lbs. Standard truck cab enclosed and equipped with safety glass all around and two individual, adjustable, high back air seats with lumbar support and safety orange seat belts.

WARRANTY

- _____ Base vehicle coverage is 24 months/unlimited mileage.
- _____ Engine (diesel)/After Treatment coverage is 60 months/150,000 miles.
- _____ Drive train coverage is 24 months/unlimited mileage.
- _____ Allison transmission coverage is 36 months/unlimited mileage.
- _____ Frame coverage is 60 months/unlimited mileage.
- _____ Cab corrosion coverage is 60 months/unlimited mileage.

(Warranty coverage is 100% parts and labor unless otherwise noted as provided by chassis manufacturer.)

WHEELBASE

- _____ Chassis shall have a maximum wheelbase of 165".
- _____ Special frame drilling.

AXLES

- _____ Front axle to be minimum of 10,000 lbs. with taper-leaf suspension of 10,000 lbs.
- _____ Rear axle shall be 21,000 lbs. single speed with a ratio of 6.43, suspension to be minimum of 31,000 lbs. vari-rate with 4,500 lbs. capacity multi-leaf auxiliary rubber spring.

STEERING

- _____ Dual operator controlled integral power steering with cruise control, tilt and dual gauge package.
- _____ Diameter of steering wheel will be minimum 18".

BRAKES

- _____ Service brakes to be full air with 18.7 cfm air compressor.
- _____ Air tank drain valve, manual with pull cable.
- _____ Front brakes Q-Plus shall be 15" x 4" and have front shock absorbers.
- _____ Rear brakes Q-Plus shall be 16½" x 7" with dust shields.
- _____ Shall have automatic slack adjusters front and rear.
- _____ Parking brakes shall be spring actuated, double diaphragm, 30" MGM Chambers air chambers, with warning light.
- _____ Brake chambers, spring relocated to rear of rear axle for maximum ground clearance.
- _____ 4-Channel anti-lock brake system shall be provided.
- _____ An air dryer with heater shall be furnished.

CAB

- _____ Cab shall have in-dash chassis manufacturer's factory installed air conditioner for operator comfort with a fresh air filter.
- _____ Cab to have individual driver and passenger air, high back adjustable seats with cloth inserts and lumbar supports.
- _____ External grab handles on the left and right side with standard interior grab handles shall be provided.
- _____ Dual sun visors, coat hook, storage pocket on driver door, 12V receptacle, electric horn, electric windshield washer and 2 speed electric wipers with intermittent wiper switch shall be provided.
- _____ Chassis shall be equipped with fresh air heater, defroster, dual 7" x 16" remote controlled heated electric powered mirrors, and two separate 10.5" diameter parabolic mirrors.
- _____ AM/FM stereo radio with clock and auxiliary input and Blue Tooth radio system shall be provided.
- _____ Chassis Hour Meter shall record truck engine hour operation.
- _____ Power windows and door locks shall be provided.

- _____ Fire Extinguisher shall be refillable, dry chemical, DOT approved, cab mounted, ABC rated.
- _____ Amber Beacon Light – LED: SAE Class 1/California Title 13 compliant with protective limb guard (mounted on cab)
- _____ Front and rear tow hooks shall be provided.

ELECTRICAL

- _____ Shall consist of two, multiple beam headlights with dash beam indicator, daytime running lights, instrument panel, taillights, stop lights, front and rear turn signals, and self-canceling signal switch, equipped for four way flashing. Taillights, stop lights and signal lamps may be in combination.
- _____ Shall have two 12volt (1900 CCA total minimum) maintenance free batteries.
- _____ Shall have a 160 amp alternator.
- _____ LED stop/turn/tail and clearance lights and markers

ENGINE/EXHAUST

- _____ Shall be in-line six cylinder turbocharged and air-to-air intercooled diesel with a minimum 200 HP at 2400 RPM, 6.7L, 520 lb./ft. torque @ 1600 RPM.(CA Emission Compliant)
- _____ Horizontal aftertreatment device, right frame mounted. Includes single horizontal tail pipe.
- _____ Dry type single element air cleaner with restriction indicator in cab and safety element.
- _____ Automatic glow plug with indicator light shall be supplied.
- _____ Automatic shutdown/over temperature protection engine coolant.
- _____ A 6 gallon, DEF tank shall supply diesel exhaust fluid to Selective Catalytic Reduction (SCR) system.

FUEL

- _____ A 51 gallon tank shall be supplied and shall supply fuel to both engines.

TIRES AND WHEELS

- _____ Heavy duty first line quality tubeless tires to be minimum 11R x 22.5, L/R G rating with duals in rear for adequately carrying full load of sweeper and maximum stability.
- _____ Wheels to be 10 hole disc 22.5 x 8.25 DC.

TRANSMISSION

- _____ Shall be heavy duty Allison 2500 RDS electronic, six-speed, automatic, with external oil filter.
- _____ A transmission temperature gauge shall be supplied.
- _____ Synthetic transmission oil shall be supplied.

VHF RADIO

- _____ A cab mounted VHF radio transceiver/roof mounted antenna with aircraft frequencies shall be supplied.

AC 150/5210-5D – Airfield Service Vehicles

- _____ Horizontal reflective striping around vehicle shall be provided.
- _____ Airport Vehicle Number Decals (16" Tall hopper side numbers; 24" Tall hopper roof number)
- _____ Airport Logo Decals on Chassis Doors (Driver & Passenger doors).
- _____ Seatbelt & Coolant Fill Decals shall be provided.



**REQUEST FOR BIDS RFB 23-24-74
SUPPLY AND DELIVERY OF ONE (1) AIRFIELD SWEEPER**

ADDENDUM NO. 1

Issued: Thursday, June 27, 2024
Bids Due: **2:00 P.M. on Tuesday, June 2, 2024**

This Addendum is being issued to provide responses to questions. This addendum becomes part of the RFB 23-24-74 document and must be signed and submitted with the bid.

ITEM 1: QUESTIONS/RESPONSES

- Q1: Please confirm that this bid does not require a bid bond or a performance bond.
R1: A bid bond of 10% is not required for this bid. The performance bond is not required with your bid submittal. It will only be required from the low bidder once the Notice of Award has been issued as mentioned on page 6, Section VIII of the RFB document.
- Q2: What if we have the airfield sweeper currently in stock?
R2: There is no bidding advantage whether the airfield sweeper is currently in stock. The awarded bid will be based on the lowest total bid amount and that meets all the specifications.
- Q3: Who is your VHF Radio supplier and would you like a handheld or actually installed in the sweeper?
R3: The Visalia Airport does not have a specific supplier for VHF radios. The radio would have to be installed in the sweeper.

END OF ADDENDUM NO. 1

/s/ Purchasing Division
(559) 713-4334

Bidders to sign and submit with Bid

Firm:

GCS Environmental Equip

Date:

6/28/24

By:

[Signature]
Bidder's Signature



REGENERATIVE AIR SWEEPER WARRANTY

TYMCO REGENERATIVE AIR SWEEPERS are warranted to be free from defective materials and workmanship for a period of 12 months or 1,000 hours from date of delivery and such period being hereinafter referred to as "warranty period". It is the sole obligation of Seller with respect to this warranty period to replace free of charge, F.O.B. Waco, Texas, any part or parts which may prove to be defective due to defective workmanship or materials within the warranty period provided no disarrangement of using unauthorized parts or changes to the machinery be made voluntarily or by incompetency, carelessness, negligence, accident, or need of attention upon the part of purchaser, agents, employees or other parties. This warranty shall not cover normal maintenance and adjustments, and the same not include nor shall Seller be liable or responsible for material for normal wear and usage for any damages by reason of loss of production, down time or loss of profits or income arising from any reason whatsoever. Seller reserves the right to change the design and construction of said sweeper when in its sole opinion any such change represents an improvement of the sweeper. All outside purchased equipment and accessories are guaranteed only to the extent that the manufacturer's guarantee may apply and are not subject to this warranty nor to any implied warranty.

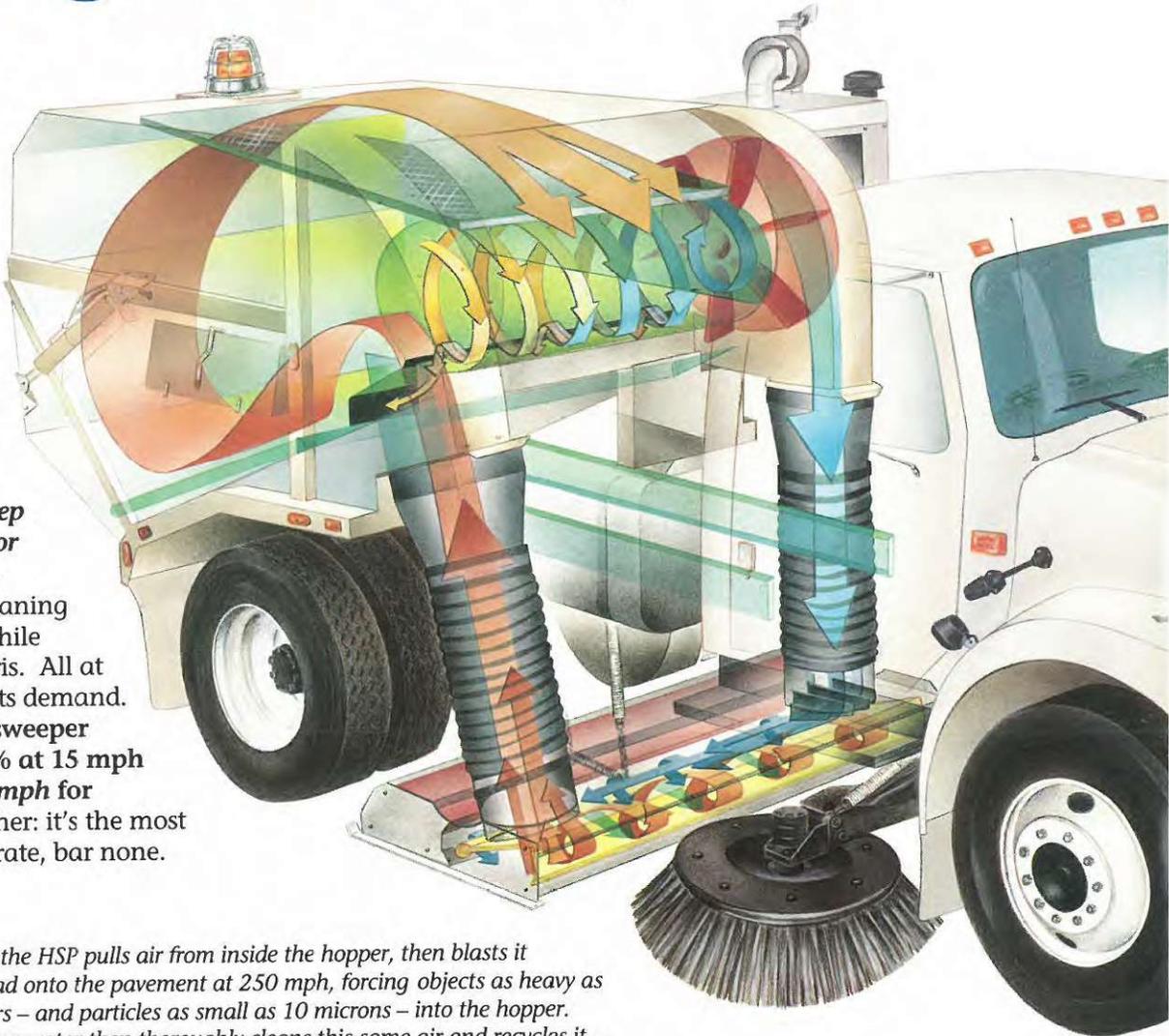
This warranty is in lieu of all other warranties, expressed or implied. No person is authorized to give any other warranties or to assume any other liability on the Company's behalf unless made in writing by the Company, and no person is authorized to give any warranties or to assume any liabilities on the Seller's behalf unless made in writing by the Seller.

Tymco Regenerative Air[®] Cleans Deeper.[™]

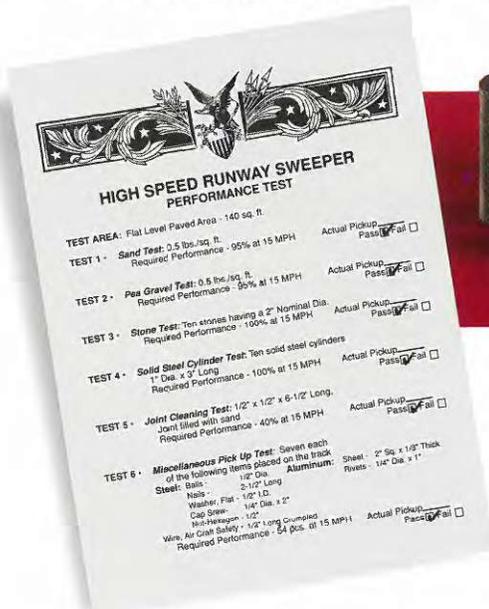


FACT: The Tymco HSP sweeping in over 30 years.

For the first time in over 30 years – a revolutionary new product for the air industry. Engineered specifically for superior control of Foreign Object Damage (FOD) – of every size and shape – TYMCO's patented HSP (High Speed Performance) Regenerative Air Runway Sweeper puts the power of a 250 mph controlled jet of air in your operators' hands. *Without the cost and upkeep of main brooms, elevators or vacuums*, the HSP digs into crevices for unsurpassed cleaning of even the smallest FOD while prying up the heaviest debris. All at a speed today's busy airports demand. In test after test, the HSP sweeper consistently picks up 100% at 15 mph – and can sweep up to 25 mph for faster cleanups. The clincher: it's the most economical sweeper to operate, bar none.



The powerful blower on the HSP pulls air from inside the hopper, then blasts it down and across the pick-up head onto the pavement at 250 mph, forcing objects as heavy as bolts and solid steel cylinders – and particles as small as 10 microns – into the hopper. Our patented centrifugal dust separator then thoroughly cleans this same air and recycles it – never exhausting dirty air into the environment as do vacuum sweepers.



The HSP is the only "strictly air" sweeper to pass the demanding 10-cylinder test with flying colors.

The hazards and potential liabilities of littered runways are an airport manager's nightmare. You need to be confident that your sweeper can do the job on heavy debris. That's why TYMCO decided to put the HSP through the government's rigorous 10-cylinder test. Here's how it works: Ten solid steel cylinders measuring 1" in diameter by 3" long are placed on the ground at varying intervals. To pass the test, the sweeper must pick up all ten cylinders in one pass at 15 mph. With an 87" wide sweeping path, the HSP picks up all ten – and is the only runway sweeper to pass the test using strictly air, *without* the assistance of brooms.

is the first revolution in airport

Brooms and runways simply don't mix.



Other manufacturers claim that their sweepers (with main brooms) are “designed for runway use.” Research with input from airport and airline personnel tell us that brooms only *get in the way* on the unique terrain of airfields. Here's why you won't find a main broom on our HSP sweeper:

1. Tymco's Regenerative Air does the job without main brooms (the 10-cylinder test is proof positive). Less powerful vacuum sweepers absolutely, positively *need* the main brooms to even come close to the performance of the HSP.

2. Main brooms used in high-speed applications wear out quickly because they run constantly. So you've got the added expense of broom replacement about every 200 hours costing hundreds of dollars annually and thousands over the life of the machine – along with the added expense of downtime and maintenance.

3. Air has the unique ability to follow the contours of the ground for more efficient sweeping. A main broom just cannot get down into concrete spalls and the crevices of expansion joints and tiedowns – but actually *fills them with debris*. The blasting action of the HSP air system easily removes FOD and digs deeper for a totally clean surface.

4. Main brooms have the unwanted *liability* of getting snagged by tiedown straps and refueling ground wires – almost always damaging the broom and causing excessive downtime. **No broom, no problem.**

Cost-effective at purchase and over the long sweep.

Fortunately, high performance doesn't have to mean high price. The HSP delivers well before it hits the runway – with a competitive price we'll cost out against any competitor. For long-term economy, the HSP out-runs them all:

- Fewer mechanical parts means less downtime and greater productivity.
- No main broom, elevators and flights to replace or maintain.
- No caster wheels, tires or bearings to repair or replace.
- No filters or baghouses.
- Greater fuel efficiency (credited to HSP's Regenerative Air design).
- Can operate on standard Jet A1 or JP8 fuel.
- Simple, safe *raker assist dumping system* eliminates unnecessary dump hoist and hydraulic components.

Whether you're replacing a few sweepers or buying your first fleet, the HSP is the only choice for long-term cost-effectiveness.



There's a reason why over 90% of U.S. Air Force sweepers are Tymcos.

They've discovered the power and cost-effectiveness of Tymco's Regenerative Air. Primarily using the Multi-purpose Model 600 (sister sweeper to the HSP designed for runways *and* streets), the Air Force has been buying the 100% U.S.A.-made TYMCO sweeper since 1982 – with over 600 units currently in use, and hundreds more serving in other military applications worldwide. Other manufacturers may meet military specifications, but TYMCO meets their *expectations* – on the runway and off.

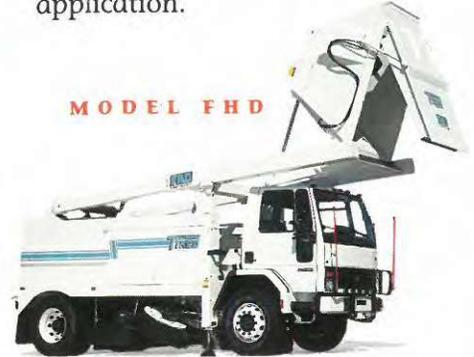
The complete airport family.

MODEL HSP 600



While the patented HSP is designed specifically for high-speed airfield performance, TYMCO also offers sweepers for every airport budget, every application.

MODEL FHD



Model FHD® – General applications where a high dump or on-site dumping is advantageous.

MODEL 210



MODEL 300



Model 210/300 – More compact, highly maneuverable sweepers designed specifically for use around parking and maintenance areas, airport roads, hangars, and low clearance terminal areas (such as passenger air bridges).

MODEL 350



MODEL 600



Model 350/600 – Designed for general sweeping applications found on and off the runway.
600 BAH – Offers the same features as the Model 600, but with an on-demand broom assisted pick-up head, especially effective in construction situations and extreme curb and gutter applications.



If you're ready to buy runway sweepers, note the winds of change.

Environmental regulations are mounting. Recognizing the importance of sweepers, the FAA offers funds for approved sweeper purchases – those meeting specifications. The TYMCO HSP meets those specs. Our proven Regenerative Air System is the new standard in efficient and economical sweeping – for routine needs or potentially hazardous runoff control.

With its high-speed performance, dependability and competitive price tag, the HSP is poised to take flight.

Call your local dealer or TYMCO today for a personal demonstration.

Tymco's engineered design keeps the cost down by adding custom options *only* when you need them.



LIQUID RECOVERY SYSTEM — OPTION

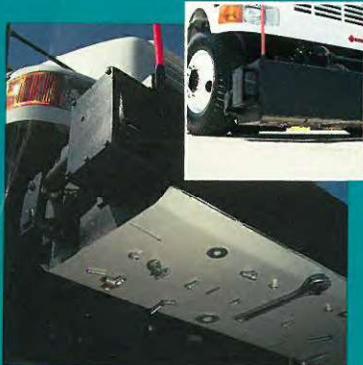
Stormwater runoff regulations make our Liquid Recovery System more vital than ever. From contaminated water and deicer material to glycol recovery, our 700 gallon capacity allows you to collect potentially hazardous liquids while sweeping, then pump them out later into appropriate containers for recycling or disposal.

- Far from the usual gravity drain hose system, TYMCO's LRS offers its exclusive hopper float device allowing you to pump all liquids from the hopper without any of the solids escaping.
- In-cab controls and indicators tell your operator when it's time to pump.
- Optional heavy-duty discharge pump and hose are also available.

LATERAL AIR FLOW NOZZLE — OPTION

The lateral air flow nozzle is the perfect way to eliminate freshly cut grass, sand and snow buildup around runway lights and to quickly dissipate puddles of water accumulated after a storm.

- 360 degree rotational nozzle changes direction with ease.
- Our adjustable nozzle opening allows you to control velocity or volume and adjust for the distance to be blown.
- Functions in lieu of left hand gutter broom.



MAGNET — OPTION

Mounted to the front of the sweeper, the HSP full width 84" magnet efficiently picks up potentially dangerous metal FOD.

- In-cab controlled hydraulic height adjustment of from 2"-10".
- High capacity, 520 gauss strength at 2" ground clearance. Lower capacity units are not effective at high speeds.
- Electromechanically activated from in-cab controls for automatic unloading of debris.

AUXILIARY HAND HOSE - OPTION

From the stored position in the back of the sweeper, the auxiliary hand hose quickly adapts the HSP into a powerful suction nozzle for hard to get to cleaning applications such as catch basins, around garbage containers and compactors, and along fenced areas.

- Auxiliary hand hose available in 6" or 8" diameter.
- Auxiliary hand hose hydraulic boom assist.



ADDITIONAL OPTIONS AVAILABLE:

- Auxiliary hydraulic system • Cab over package • Gutter broom tilt adjuster(s) [right, left, or both]
- Hi/low pressure washdown system • High output water system • Hopper drain system • Hopper deluge system

At Tymco, we take training and service very seriously.

So seriously, in fact, that *for more than a decade*, we've offered 2-day training schools at our facility in Waco, Texas, to over two thousand participants. Targeted for managers, operators and mechanics, classes are maintained at low enrollment levels so your people get *their* questions answered and plenty of hands-on experience. *You* get thoroughly trained, knowledgeable operators and mechanics for an improved cost per operating hour.

- 3500 square feet of temperature controlled floor space explicitly designed for training. You'll learn about your new TYMCO sweeper through demonstrations on an operational sweeper and systems components.
- Over 25 scheduled two-day schools per year.
- Enrollment limited to 10-15 participants.
- Schedule set and published each fall.
- Published, structured agenda.
- Classes begin Tuesday morning and end Wednesday afternoon.
- Special schools can be arranged for large groups.



Tymco's exclusive network of independent dealers provide parts and full service in over 50 U.S. locations and dozens of others worldwide.

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ENVIRONMENTALLY SUPERIOR CLEANING™

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BlueLogic[®] Control System



TYMCO, the inventor of the Regenerative Air System, delivers industry-leading technology with its BlueLogic Control System! BlueLogic is the sweeper multiplex electronics system that controls sweeper functions as well as provides On-Board Diagnostics (OBD). The BlueLogic Display provides valuable information including: hour meters, operational messages, service reminders, event logs and sweeper statistics such as fuel usage, water usage, and sweeping mileage.

Sweeper Gauges

Digital gauges on the display enhance operator feedback and reduce overall wiring.

High Resolution Color Touchscreen Display

Navigation is very intuitive and allows quick access to menu pages such as User Settings, Sweeper Statistics, and Engine Fault Status.
(The BlueLogic Display is available on select models)

Sweeper Icons

Sweeper function icons on the bottom bar of the display illuminate to indicate function status and enhance operator feedback.

Pedestal Mounted In-Cab Display

The adjustable pedestal mount allows the operator to position the color touchscreen display for the best viewing conditions.

Home Page

The BlueLogic[®] Display Home Page contains standard gauges for the auxiliary engine RPM, engine oil temperature, engine oil pressure, engine air filter restriction (*Optional on Models 210/435*), and battery voltage.



Visual Messages

The in-cab display provides visual messages to convey information about engine warnings, sweeper information, engine and sweeper service reminders, among other features. Many of these trigger an audible alarm as well.



Overspeed Warning

System delivers an audible and visual warning on the BlueLogic Display if sweeper is operating above a set configurable speed (8-25 mph).

Engine Icons

Auxiliary Engine Icons on the top bar of the display replace the sweeper logo when active.

Hot Buttons

The top right of the display Home Page includes "Hot Buttons" that navigate the operator directly to the Sweeper Odometer and the Hour Meters Pages. The Sweeper Odometer "Hot Button" illuminates green when active.



Low Water Audible Alarm

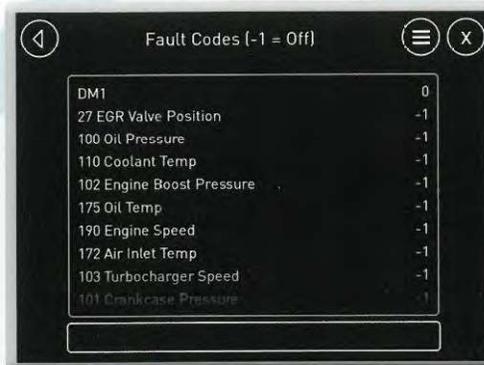
An alarm will sound twice intermittently when the main water switch is on and the water level is low.

Winterization

Standard with the Dust Control System, the on-display guide directs the operator through a winterization procedure specific to the water system on the sweeper to help properly winterize the dust control system.

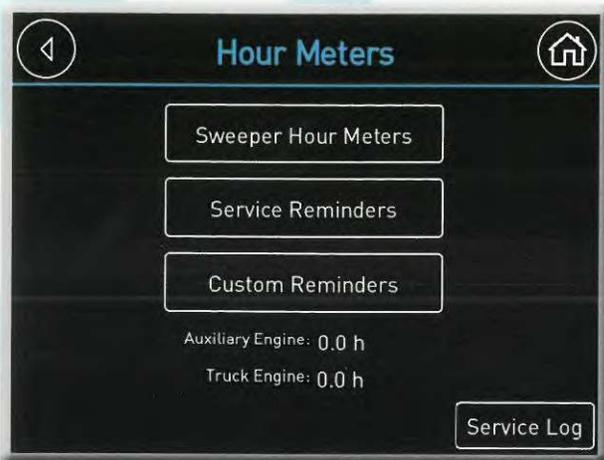
BlueLogic[®] Control System

On-Board Diagnostics (OBD)



OBD for Auxiliary Engine and Sweeper: The in-cab display delivers code reader functionality by providing fault information for the auxiliary engine and sweeper via detailed on-screen messages when a fault is active. Active auxiliary engine and sweeper faults can also be viewed on Status Pages within the BlueLogic Display.

Operator Feedback through Switch Packs on Control Console: Each individual multiplexed switch integrates color LED indicator lights (light blue-off, green-on, amber-standby, red-fault) giving operators instant feedback on sweeper functions.



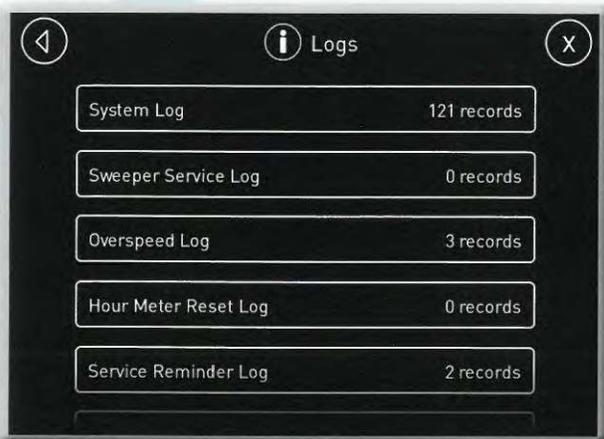
Hour Meters and Reminders

Sweeper Hour Meters (Trip and Total):

- Auxiliary Engine
- Water Pump (If Equipped)
- Pick-Up Head
- Blower
- Gutter Broom(s)
- BAH Broom (If Equipped)

Service Reminders: Pre-programmed service reminders with hour meters for the auxiliary engine and sweeper scheduled maintenance items will activate in the form of visual messages and audible alarms.

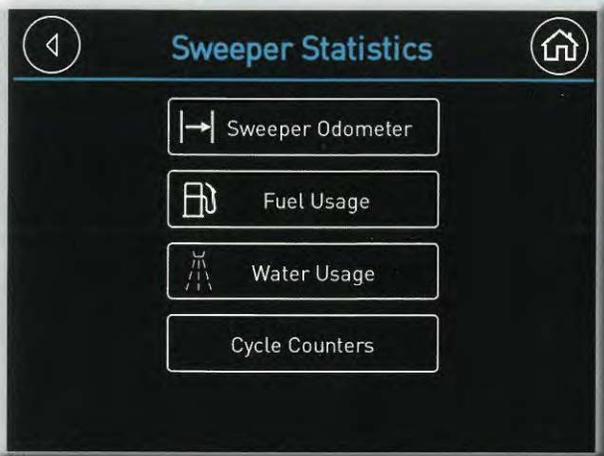
Custom Reminders: Can be created in both days and hours which will activate with custom messaging on the display. These reminders will be logged.



Logs

Logs by Title, Date, Time, and Measure:

- Service Reminder
- Sweeper Service (Fluid & Filter Changes)
- Hour Meter Reset
- Water Usage (Included with optional in-cab Water Level Gauge available on select models)
- Fuel Usage
- Custom Reminder Reset
- Overspeed (Warning & Interrupt)
- Water System Winterization
- Hydraulic Oil Alert (Oil Level & Temperature if equipped)
- Sweeper Output Fault
- Odometer Reset (Miles and Hours Swept)



Statistics

Sweeper Odometer: Included in the display, records total miles swept and trip miles swept, trip hours swept and trip average sweeping speed when the pick-up head is down and auxiliary engine is above idle.

Fuel Usage Statistics: Calculated fuel usage for the auxiliary engine is logged and displays Trip Fuel Usage, Fuel Trip Hours, Average Fuel Economy and Instantaneous Fuel Rate.

Water Usage Statistics: The Water Usage is calculated and displays Trip Water Usage, Water Trip Hours, and Average Water Usage. (Included with optional in-cab Water Level Gauge available on select models).



Auto Sweep Interrupt (ASI)

ASI: Optional System designed to interrupt sweeping functions by bringing the blower to idle and all sweeping gear to the stowed position when any of several parameters are met. The transmission gear placed in reverse and the "ASI RESET" switch being engaged, are two of several parameters that can engage ASI. The "ASI RESET" switch will reposition all functions to prior setting(s) and can be used as a one button start/stop switch during sweeping to interrupt/resume all sweeping functions.

Overspeed Interrupt: Included with ASI and when enabled, is another way to activate ASI. It allows for a two-stage process to prevent sweeping at excessive speeds by warning the operator at a set configurable speed and then by activating ASI at a set configurable speed.

Superior Training from TYMCO

The 3500 square foot, temperature controlled TYMCO Training Center provides space for demonstrations on an operational sweeper and systems components.



Attendees review components of the pick-up head assembly during removal and installation.



Instructor reviews proper maintenance, removal and installation of the blower assembly.



A Service School attendee receives her TYMCO Certificate of Completion.

Highlights of the TYMCO Service School

- The Regenerative Air System
- Servicing the Blower, Dust Separator and Pick-up Head
- Hydraulic, Electrical and Water System Review
- Rebuild and Repair Small Parts and Components
- Using the BlueLogic® Control System
- Manufacturing Facility Tour
- Certificates of Completion Awarded to Attendees
- 30 Schools Scheduled per Year
- Daily Ground Transportation to and from the Hotel
- Lunch is Provided
- Register to Attend on TYMCO.COM

This product is protected by numerous U.S. and International Patents.

Specifications subject to change without notice.

Convenient Dealer Service Centers

In over 50 U.S. and international locations, you receive on-the-spot parts and service from TYMCO's network of dealers.

TYMCO Builds a Model to Fit your Cleaning Needs



MODEL 600® COMDEX®
Street Sweeper



MODEL DST-6®
Dustless Sweeping Technology



MODEL DST-4®
Dustless Sweeping Technology



MODEL 500x®
High Side Dump Street Sweeper



MODEL 600® CNG
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MODEL 435®
Mid-Sized Street Sweeper



MODEL HSP®
High Speed Performance for Airport Runways
Sweeper chassis models may change without notice.



MODEL 210®
Parking Lot Sweeper

TYMCO REGENERATIVE AIR SWEEPERS are South Coast AQMD Rule 1186 PM₁₀ Certified

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