

INVITATION FOR BIDS (IFB)

Airport Sweeper Acquisition

County of Victoria
Victoria Regional Airport (VCT)
Victoria, Texas



609 Foster Field Drive
Victoria, Texas 77904

Issued: July 2026

Proposal Due Date: August 25, 2026 @ 3:00 PM

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Read all sections of RFB closely. Sections 3, 4, 5, and Attachments A and B each contain documents that require filling out and/or signatures for a responsive bid

**SECTION 1 – NOTICE TO BIDDERS
FOR AIRPORT PAVEMENT SWEEPER
COUNTY OF VICTORIA - VICTORIA REGIONAL AIRPORT**

The Commissioners' Court of Victoria, Texas and the Victoria Regional Airport (VCT) are accepting bids for the following:

One (1) New Airport Pavement Sweeper

Copies of this IFB containing equipment specifications, bid proposal forms, and bid requirements may be obtained from The Victoria Regional Airport Office at 609 Foster Field Drive, Victoria, Texas 77904 or online at <https://www.vctx.org/page/business.bids> or <https://flyvictoriatx.com/master-plan/>.

The bidder shall use unit pricing.

The method of payment shall be from Airport Operating Funds.

No bidder's bond required.

Bids shall be received by Vinicio "Lenny" Llerena, Airport Executive Director, 609 Foster Field Drive, Victoria, Texas, 77904, until **Tuesday, August 25, 2026 at 3:00 P.M.** Bids can be submitted by hand delivery or by mail to the airport address.

Late submissions will not be accepted under any circumstances. The phone system in the Office of the Airport Executive Director shall be the official time of receipt. Responses received after the deadline will be returned unopened.

The outside of the envelope or email subject line shall be plainly marked:

"County of Victoria – Victoria Regional Airport – ONE (1) NEW AIRPORT PAVEMENT SWEEPER"

Bids will be held unopened until Tuesday, August 25, 2026 at 4:00 P.M., when they will be opened and the Respondent's name and Bid Amount will be read aloud during a public meeting. The public meeting will be held in the Victoria County Commissioner's Courtroom, located at 115 N. Bridge St., Room 241, Victoria, Texas 77901. Formal action on bids will be considered at a future meeting at Victoria County Commissioners Court. All Bids shall include all requirements of the **County of Victoria - Victoria Regional Airport – One (1) New Airport Pavement Sweeper**.

No bids may be withdrawn for a period of 150 days subsequent to the opening of the bids without the consent of the County. The County reserves the right to reject any and/or all bids and to accept any bid deemed by the County as providing the best value for and being most beneficial to the County, and to waive all formalities in the bid process.

Publish on:
08/02/26
08/09/26

Michelle Samford
Victoria County Auditor

SECTION 2 - BID INSTRUCTIONS, REQUIREMENTS, AND TERMS & CONDITIONS

Bidders are urged to promptly review the requirements of this specification and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing via email to Vinicio “Lenny” Llerena (vllerena@vctx.org) no later than August 17, 2026 at 5:00 P.M. (Central Time). Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and the competitive bids may be obtained as specified herein. Protests with regard to the specification documents will not be considered after bid are opened.

1. Read the entire bid, including all terms, conditions, and specifications.
2. Bids are mailed only as a courtesy. The County of Victoria (The County) does not assure responsibility for failure of bidders to receive bids. Bidders should rely only on advertisements in the local paper (The Victoria Advocate) and should personally pick up bids and specifications. Full information may be obtained, or any questions answered, by contacting the Victoria Regional Airport at 361-578-2704. Additionally, copies of this IFB may be obtained from The Victoria Regional Airport Office at 609 Foster Field Drive, Victoria, Texas 77904 or online at <https://www.vctx.org/page/business.bids> or <https://flyvictoriatx.com/master-plan/>.
3. The Bid title: “County of Victoria – Victoria Regional Airport – One (1) New Airport Pavement Sweeper”, bidders name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
4. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Victoria Regional Airport on or before the specified bid opening date and time. Late bids will not be considered under any circumstances. Bids may be delivered in person to the Victoria Regional Airport Administration Office, or by Express Mail or delivery service to:

Vinicio “Lenny” Llerena
Victoria Regional Airport
Airport Executive Director
609 Foster Field Drive
Victoria, TX 77904

The outside of the envelope subject line shall be plainly marked:

“County of Victoria – Victoria Regional Airport – ONE (1) NEW AIRPORT PAVEMENT SWEEPER”

5. Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the County has determined the contractor to be in default, the County reserves right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
6. The County specifically reserves the right to evaluate bids and award items separately, grouped or on an all or none basis, to accept the bid which is in the best interest of the County, and to reject all proposals if that is in the best interest of the County.
7. Altered or incomplete bids (including non-acknowledgement of addenda issued, if any), or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection.
8. All bids must be typed or written in ink. Any erasures, strikeover and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.
9. All bids must be manually signed by a properly authorized party. Failure to do so shall cause the bid to be rejected as non-responsive.
10. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the County reserves the right to determine the acceptability of any equivalent offered.
11. Detailed factory specifications, illustrative literature and any deviations should be submitted with bid as required by the specifications or on the bid form. Representative samples shall be submitted upon request, if appropriate. Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, and technical data) sufficient for the County to evaluate quality, suitability, and compliance with the specifications in the solicitation.
12. Written addenda issued prior to bid opening which modifies the bid shall become a part of the bid and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method. Failure to acknowledge receipt of addenda (if any) shall render the bid non-responsive and subject to rejection.
13. Delivery of items must be made on time to County final destination within the Victoria Regional Airport. All freight charges shall be prepaid by vendor. Late deliveries or unsatisfactory performance may be cause to cancel the Purchase Order or contract.
14. All prices in bid shall remain in effect for a period of at least 150 days. County purchases are excluded from state and local taxes.
15. Acceptance of award by vendor, either in writing or by shipment of any article described herein, shall effectuate a contract between the County and vendor for the materials described herein, and no additional conditions or amendments shall have any effect unless approved in writing by the County.

16. The County is an equal opportunity employer and does not discriminate against anyone on the basis of race, sex, creed, color, religion, national origin, ancestry, reprisal, disability, sexual orientation, marital status or political affiliation.
17. Bids must conform to all provisions contained in Section 5 – Federally Required Provisions provided in this bid packet
18. Terms and Conditions: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Texas.
19. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements In subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly OMB circular a-133). A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.
20. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Bids containing "Payment in Advance" or "C.O.D." requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
21. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Written bid Tabulations can be accessed at: <https://www.vctx.org/page/business.bids> or <https://flyvictoriatx.com/master-plan/>.
22. Successful bidder agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the County, its agents and employees from and against all claims and actions for bodily injury, death or property damages caused by fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees.
23. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

24. **CONTRACT:** This bid, when properly accepted by Victoria County, shall constitute a contract equally binding between the successful bidder and Victoria County. No different or additional terms will become part of this contract with the exception of a Change Order.
25. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the County.
26. **ADDENDA:** Any interpretations, corrections, or changes to this Invitation for Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the office of the Airport Executive Director. Addenda will be mailed to all who are known to have received a copy of this Invitation for Bid. Additionally, addenda will be posted at: <https://www.vctx.org/page/business.bids> or <https://flyvictoriatx.com/master-plan/>. Bidders shall acknowledge receipt of all addenda in order for a bid to be considered responsive.
27. **TERMINATION FOR DEFAULT:** Victoria County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Victoria County reserves the right to terminate the contract immediately in the event the successful bidder fails to:
1. meet delivery or completion schedules, or
 2. otherwise perform in accordance with these specifications.
- Breach of contract or default authorizes the County to award to another bidder, purchase elsewhere, and charge the full increase in cost and handling to the defaulting successful bidder.
28. **PATENTS/COPYRIGHTS:** The successful bidder agrees to protect Victoria County from claims involving infringements of patents and/or copyrights.
29. **PURCHASE ORDER:** A purchase order(s) shall be generated by Victoria County to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Victoria County will not be held responsible for any orders placed/delivered without a valid current purchase order number.
30. **PACKING SLIPS** or other suitable shipping documents shall accompany each shipment and shall show: (a) name and address of successful bidder, (b) name and address of receiving department and/or delivery location, (c) Victoria County Purchase Order number, and (d) descriptive information as to the vehicles delivered, including product code, model number, item number, serial number, quantity, etc.
31. **INVOICES** shall show all information as stated above and shall be mailed directly to Victoria County, 115 N. Bridge St., Room 122, Victoria, Texas 77901.

32. VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Victoria County, Texas.
33. ASSIGNMENT: The successful bidder shall not sell, assign, transfer, or convey this contract, in whole or in part, without the prior written consent of Victoria County.
34. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
35. BIDS MUST COMPLY with all federal, state, county, and local laws concerning this type of item(s). The equipment shall contain all standard safety, emission, and noise control equipment required for this type and size of equipment at the time of its manufacture and all extra equipment specified. All materials, equipment, and/or parts not specifically stated herein but necessary to render the unit(s) complete and operational per the specifications are to be included in the bid price. Bidder may be required to furnish evidence that each unit, as bid, will meet or exceed these requirements. An inspection of the equipment shall be made before acceptance.
36. CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ): In accordance with Chapter 176 of the Texas Local Government Code, "Disclosure of Certain Relationships with Local Government Officers," persons, or their agents who seek to who seek to contract for the sale or purchase of property, goods, or services with the County of Victoria/Victoria Regional Airport, shall file a Conflict of Interest Questionnaire (Form CIQ) with the County Auditor if the vendor has a business relationship as defined by Section 176.001(1-a) with the County of Victoria/Victoria Regional Airport and the vendor meets requirements under Section 176.006(a).

Form CIQ is available from the Texas Ethics Commission by accessing the following web address: https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

The Conflict of Interest Questionnaire (Form CIQ) is required to be filed within 7 business days of:

- a. Beginning of discussions or negotiations to enter into a contract with the City; or
- b. Submission of an application, response to an Invitation for Bids correspondence or other writing related to a potential agreement with the County of Victoria.

If requested in the solicitation document, all Respondents are to submit a completed Conflict of Interest Questionnaire (Form CIQ) with their response. CERTIFICATE OF INTERESTED PARTIES (FORM 1295): A proponent that will be awarded a contract that is greater than \$25,000 is required to electronically create a Certificate of Interested Parties Form 1295 through the Texas Ethics Commission ("TEC") website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

and submit a signed and copy of the form to the County of Victoria/Victoria Regional Airport prior to the award of the contract. A contract, including a County-issued purchase

order, will not be enforceable or legally binding until the County receives and acknowledges receipt of the properly completed Form 1295 from the vendor.

37. ANY QUESTION concerning this process should be directed to the Airport Executive Director, 609 Foster Field Drive, Victoria, Texas 77904, (361) 578-2704.

SECTION 3 – BID FORM

COUNTY OF VICTORIA, TEXAS

THIS IS A QUOTATION FORM ONLY AND DOES NOT REPRESENT AN ORDER FOR A PURCHASE BY VICTORIA COUNTY

BID PROPOSAL FOR ONE (1) NEW AIRPORT PAVEMENT SWEEPER FOR THE VICTORIA REGIONAL AIRPORT

VENDOR'S NAME AND ADDRESS: _____

VENDOR'S PHONE NUMBER: _____

BID DUE DATE: Tuesday, August 25, 2026 @ 3:00 PM

Item No.	Description	Units	Estimated Quantity	Unit Price	Total Price
1	Price to Furnish Fully Functional and Operational Airport Pavement Sweeper as specified	EA	1	\$ _____	\$ _____

Total Bid Amount \$ _____
(Numerical)

ACKNOWLEDGEMENT OF ADDENDUMS (IF ANY):

Addendum # _____ Acknowledged _____ (Initial on the line)

Addendum # _____ Acknowledged _____ (Initial on the line)

DELIVERY SCHEDULE:

_____ STATE MAXIMUM NUMBER OF DELIVERY DAYS AFTER RECEIPT OF ORDER

F.O.B.: DESTINATION – PAYMENT TERMS: NET 30

SECTION 4 – BID AFFIDAVIT

The specifications referenced require the doing of all things necessary, proper for or incidental to the furnishing of said equipment. All items of design and equipment not listed in these specifications, but involved in carrying out their intent are required to be furnished by the vendor, the same as if these items were specifically mentioned and described in these specifications.

Manufacturer's standard equipment on all components of unit must be included with this proposal even though they may not be formally called out in these specifications. The equipment must be fully assembled and tested prior to delivery by a dealer representative.

FIRM/BIDDER: _____

PREPARED BY: _____

ADDRESS: _____

PHONE: _____

**BIDDER MUST SIGN BID AFFIDAVIT AS PART
OF THIS BID. RETURN SPECIFICATIONS AND
BID SHEETS OF BID PACKAGE WITH ALL
DOCUMENTATION REQUIRED.**

SECTION 5 – FEDERAL CONTRACT PROVISIONS

"As a matter of bid responsiveness, the bidder, where required, must complete, sign, date, insert a checkmark, or letter X, and submit the following section along with their bid."

Federal Contract Provisions for Airport Improvement Program Funded Projects and Equipment

The requirements of 49 CFR part 26 apply to this contract. It is the policy of Victoria Regional Airport 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.

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.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: 0%

Goals for female participation in each trade: 0%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs

construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Victoria, Victoria County, Texas.

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.

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;

¹Per 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.

- b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
- c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, 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.

Date

Signature

Company Name

Title

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.

Title VI Solicitation Notice:

The **Victoria Regional Airport**, 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:

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

EQUAL OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 Contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which it 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 workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and 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.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in 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 as otherwise provided by law.
8. The Contractor will include the provisions of paragraphs (1) through (8) 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 subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary

of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Federal Fair Labor Standards Act (FLSA)

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.

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.

PROHIBITION OF SEGREGATED FACILITIES

1. The Contractor agrees 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 Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
2. “Segregated facilities,” as used in this clause, 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, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
3. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

Occupational Safety and Health Act of 1970 (OSH) Compliance

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.

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.

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)].

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.

TERMINATION FOR CONVENIENCE

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 overhead 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

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.

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.

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.

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.

SECTION 6 – AIRPORT PAVEMENT SWEEPER SPECIFICATIONS

1. GENERAL SPECIFICATIONS

1.1. GENERAL

The specification herein states the minimum requirements of the proposed airfield sweeper. All bids must be regular in every aspect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. Bids will be considered as “irregular” or “non-responsive” if the bid is not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable a reasonable determination of compliance to the specification.

It shall be the bidder’s responsibility to carefully examine each item of the specification. Failure to offer a completed bid will cause the proposal to be rejected without review as “non-responsive”. All variances, exceptions, and/or deviations shall be fully described in the appropriate section. Deceit in responding to the specification will be cause for rejection.

Bids will be accepted for consideration on any make or model that is equal or superior to the sweeper specified. Decisions of equivalency will be at the sole interpretation of the County of Victoria and Victoria Regional Airport. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence. **The “New Airport Pavement Sweeper Specifications Checklist” (Attachment B) and the original manufacturer’s brochures of the proposed unit are to be submitted with the proposal.**

All modifications made to the standard production unit described on the manufacturer's brochures must be certified by the manufacturer and submitted with the bid, or the bid will be deemed “non-responsive” and rejected without further review. Bidder must be prepared to demonstrate a unit similar to the one proposed, if requested.

The Airport reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities. A contract will be awarded to the bidder submitting the lowest responsible bid meeting the requirements of this specification.

The Airfield Sweeper shall be as manufactured by Tymco Model HSP Regenerative Air Airport Pavement Sweeper, or Owner approved equal.

1.2. OPERATION AND MAINTENANCE MANUALS

1.2.1. Operation and Maintenance Manuals

Operations and Maintenance Manuals shall be provided. Manual shall be presented to the owner on or before the delivery date. The manual shall be updated by supplement to reflect any field changes, equipment changes due to warranty, etc., that are made during the warranty period of the system so that the manuals shall reflect “as-built” information.

The Manuals shall include at minimum the following information:

1. Normal system start-up and shutdown procedures
2. Detailed description of operation and troubleshooting of the Sweeper
3. Recommended Spare Parts List

The Operation and Maintenance manuals shall be bound and supplied in four (4) complete copies.

The Contractor / Vendor shall develop and provide to the Owner, written documentation on recommended preventative maintenance actions.

The Contractor / Vendor shall develop and provide to the Owner, written documentation on recommended cleaning procedures, including solvent types and tools.

The Contractor / Vendor shall develop and provide to the Owner, written documentation on regularly scheduled maintenance inspection procedures. A focus on sensitive equipment and schedule timelines shall be included in the documentation.

1.2.2. Operation and Maintenance Training

For self-propelled, mechanical FOD removal equipment, the Contractor / Vendor shall provide trained personnel at the time of delivery to adequately train airport staff in the operation and maintenance of the equipment.

Training must include written operating instructions that depict the step by step operational use of the equipment. Written instruction must include, or be supplemented by, materials which can be used to train subsequent new operators.

Training topics shall include troubleshooting and problem solving, in the form of theory and hands-on training, for personnel designated by the purchaser.

A minimum of 4 hours of training for every airport personnel and technician on the purchaser's maintenance staff must be provided by the Contractor / Vendor.

Training time per day must not exceed 8-hour shifts, unless otherwise specified. It is understood that the times and durations of the classes may involve irregular hours in order to provide training operation and maintenance personnel on different shifts.

Upon completion of training, the Contractor / Vendor shall issue each participant a Certificate of Completion.

1.3. WARRANTY

The Manufacturer's warranty shall, at a minimum, meet the following requirements:

- Two (2) year/unlimited mileage complete coverage on chassis, engine, and drive train
- One (1) year complete coverage on entire sweeper

All warranty items include required parts and labor, shipping costs, and any other cost associated with the work to repair a warranty item at the Airport.

Bidders submitting literature stating warranties which do not fully comply with the warranty requirements of this specification must submit a letter from the manufacturer certifying warranty compliance as an integral part of their proposal. Failure to comply may cause the proposal to be deemed "non-responsive" and rejected without further review.

1.4. EXCEPTIONS AND DEVIATIONS

Bidder shall fully describe every variance, exception, and/or deviation from these specifications. Additional sheets may be used if required.

1.5. DELIVERY AND BASIS OF PAYMENT

The Contractor / Vendor shall deliver the proposed sweeper to the Victoria Regional Airport, Victoria, Texas in first class operating condition. The Contractor / Vendor shall be responsible for unloading the sweeper. Acceptance shall be subject to the inspection and approval of the Victoria Regional Airport.

Payment shall be one (1) each and fully compensate the Contractor / Vendor for manufacture, delivery, and required training and manuals for the proposed Airport Sweeper. Payment shall be made under the following item:

Airfield Sweeper – per each

2. CHASSIS

2.1. CHASSIS

- 2.1.1. Chassis shall be International MV607, Freightliner M2 or Owner approved equal
- 2.1.2. Chassis shall be conventional design with a minimum GVWR adequate to support the completed sweeper.
- 2.1.3. The vehicle shall be equipped with a single fuel tank with a minimum capacity of 51 gallons. The fuel tank shall be shared by the vehicle engine and sweeper engine. The tank shall be easily accessible without raising or shifting any components. An in-cab fuel gauge shall be supplied.
- 2.1.4. The vehicle shall be equipped with a minimum of two (2) tow hooks on the front of the vehicle.
- 2.1.5. The exterior finish of the vehicle and sweeper shall be painted a standard color and meet the requirements described in AC 150/5210-5 (most recent version). The equipment shall be primed in accordance with accepted industry standards for heavy-duty industrial equipment for outdoor use.

2.2. CHASSIS ENGINE

- 2.2.1. The Chassis Engine shall be manufacturer standard diesel with a service center located within the Victoria County, Texas area.

2.3. TRANSMISSION

- 2.3.1. The transmission shall be manufactured by Allison or Owner approved Equal.
- 2.3.2. The transmission shall be automatic (forward & reverse), with overdrive.

2.4. DUAL OPERATION

- 2.4.1. The vehicle shall be operated from the manufacturer standard driver position of the conventional cab chassis.
- 2.4.2. The steering system shall be manufacturer standard full power steering and the steering column shall be fully adjustable with tilt and telescopic capabilities.
- 2.4.3. The vehicle shall be equipped with independent gauge cluster for operator usage.

2.5. BRAKES

- 2.5.1. The brakes shall be manufacturer standard, Anti-lock Braking System (ABS), full air breaks, and shall come equipped with automatic slack adjustment.
- 2.5.2. The vehicle shall be equipped with manufacturer standard parking brake.

2.6. WHEELS & TIRES

- 2.6.1. The vehicle shall be equipped with 22.5" x 8.25" wheels on both front and rear axles.
- 2.6.2. Tires shall be tubeless radial tires, or Owner approved equal, with a load rating adequate for carrying the full load of the sweeper with maximum stability.
- 2.6.3. Front and rear wheels and tires shall be interchangeable.

2.7. CAB

- 2.7.1. The vehicle shall be equipped with grey, vinyl seating, that is adjustable fore and aft. All seats shall be equipped with a Type 2 seat belt assembly (i.e. 3-point retractable restraint).
- 2.7.2. The vehicle shall be equipped with two (2) exterior, door mounted mirrors with minimum 8" down view mirror. The mirrors shall be heated and shall be remote control adjustable.
- 2.7.3. Cab interior environment shall be fully air conditioned, including a fresh air heater/ventilator/defroster.
- 2.7.4. The vehicle shall be equipped with electrically powered windshield wipers. The wiper arms and blade will be of sufficient length to clear the windshield area described by the Society of Automotive Owners (SAE) J198, Windshield Wiper Systems – Trucks, Buses, and Multipurpose Vehicles.

- 2.7.5. The vehicle shall be equipped with a powered windshield washer system, including an electric fluid pump, a minimum of one (1) gallon fluid container, washer nozzles mounted to wiper arms (wet arms), and a momentary switch.
- 2.7.6. The vehicle shall have a warning sign that states "Occupants must be seated and wearing a seat belt when apparatus is in motion" clearly visible from each seat position.
- 2.7.7. Interior of cab shall have acoustical insulation for low operating noise, automotive type trim, and center sweeper console.
- 2.7.8. All glass shall be tinted safety glass.
- 2.7.9. Each operator position shall have adjustable sun visor.
- 2.7.10. Doors shall be key-locked.
- 2.7.11. Door windows shall be roll down type.
- 2.7.12. Cab shall have auxiliary 12V power outlet.
- 2.7.13. Cab shall have functional audio system. The audio system shall include at a minimum, an AM/FM radio, speakers, and antenna.
- 2.7.14. Side windows shall have defogger.

2.8. Electrical

- 2.8.1. Chassis shall have two (2) maintenance-free batteries rated at not less than 1,400 CCA, 12 volt.
- 2.8.2. Batteries should be located in an enclosed accessible compartment.
- 2.8.3. Chassis engine shall have a 12V, 160-amp alternator.
- 2.8.4. Chassis lighting system shall include sealed, multi-beam headlights, stop lights, tail lights, backup lights, license plate lights, clearance lights, signal lights, illuminated gauges and instrument panel, and directional lights with hazard switch.
- 2.8.5. Additional chassis lighting shall include Emergency Light Bar mounted to the cab roof. Light Bar shall be a minimum of 48" in length and have both Amber and White LED strobe light bulbs. Light Bar shall have multiple flash patterns and shall have control panel within the cab interior.
- 2.8.6. All lights shall be controlled from within the cab.
- 2.8.7. Two (2) floodlights shall be required. The floodlights shall be cab mounted, forward facing with in-cab controls.

3. SWEEPER MODULE

3.1. SWEEPER ENGINE

- 3.1.1. The sweeper module shall be equipped with a 4-cylinder, turbocharged diesel engine with a minimum displacement of 275 cubic inches (John Deere 4045T or equal).

- 3.1.2. The sweeper module shall have a minimum horsepower rating of 99 HP at 2,200 RPM.
- 3.1.3. The sweeper module shall produce a minimum net torque of 315 ft-lbs at 1,600 RPM.
- 3.1.4. The sweeper module shall follow Tier IV standards as described by the Environmental Protection Agency.
- 3.1.5. Engine shall be protected by dual safety element dry type air cleaner and restriction indicator that indicates it is time to service the filter element.
- 3.1.6. Engine shall be filled with 50/50 mixture anti-freeze/water for cold weather storage and operation.
- 3.1.7. The sweeper engine shall share the fuel tank with the chassis engine.
- 3.1.8. The sweeper engine shall have a 12-volt ignition, electric starter, and minimum 90 am alternator with charge indicator gauge mounted in the cab.
- 3.1.9. An auxiliary shutdown shall be included which protects against damage when either low oil pressure or high coolant temperature conditions occur.

3.2. BLOWER

- 3.2.1. The blower shall be constructed of rubber coated aluminum alloy.
- 3.2.2. The blower hosing shall be abrasion resistant and have a replaceable liner.
- 3.2.3. The blower housing shall have an inspection door for quick and safe inspection.

3.3. PICKUP HEAD

- 3.3.1. The sweeper shall be equipped with a pickup head and left and right gutter brooms. The pickup head shall have a minimum inside width of 87 inches.
- 3.3.2. The pickup head shall be supported with tungsten carbide skids.
- 3.3.3. The pickup head shall be raised and lowered hydraulically by a rocker switch on the control panel inside the cab
- 3.3.4. The sweeper shall be capable of performing and meeting the operational requirements as described below. The Contractor / Vendor shall submit documentation signed by a Professional Owner certifying that the equipment has performed all tests as described and has met all operational requirements. This certification shall be provided to the Owner upon delivery of the sweeper.
 - 3.3.4.1. Sand Pick Up: The sweeper shall pick up commercially procured dry sand, 1.5 to 2.5 mm in size, from a flat paved surface covered with a density spread of 0.5 lbs/square foot, over an area of 140 square feet. The pick-up requirements shall not be less than 95% of the dry weight sand at a vehicle speed of 15 MPH.
 - 3.3.4.2. Pea Gravel Pick Up: The sweeper shall pick up commercially procured dry pea gravel from a flat paved surface covered with a density spread of 0.5 lbs/square foot, over an area of 140 square feet. The pickup requirements shall be not less than 95% of the dry weight pea gravel at a vehicle speed of 15 MPH. The

gradation of pea gravel shall be such that 100% passes through a 3/8" screen and 98% on a USS No. 8 sieve.

- 3.3.4.3. Stone Pick Up: The sweeper shall pick up and retain ten (10) stones having a nominal diameter of 2 inches and placed in two (2) rows of five (5) each, 24 inches apart, with rows being 36 inches apart, at a vehicle speed of 15 MPH.
- 3.3.4.4. Solid Steel Cylinder Pick Up: The sweeper shall pick up and retain ten (10) solid steel cylinders, 1-inch in diameter and 3-inches long, and placed in two (2) rows of (5) each, 18-inches apart with rows being 36-inches apart, at a vehicle speed of 15 MPH. This test shall be run with the pick up head and air system only.
- 3.3.4.5. Joint Cleaning: The sweeper shall remove no less than 40% by weight of dry sand (see above) from a rectangular cross section joint, 1/2 – inch wide, 1/2 – inch deep, and 78-inches long, when traveling at right angles to the joint at a vehicle speed of 15 MPH.
- 3.3.4.6. Miscellaneous Pick Up: The sweeper shall pick up and retain not less than 54 of the following items at a vehicle speed of 15 MPH. Seven (7) each of these items shall be spaced on a 7-feet by 10-feet level concrete or asphalt pad marked with a 1-foot by 2-feet grid pattern. The items are:
 - ½-inch diameter steel ball bearing
 - 2 ½-inch long steel finishing nails
 - ½-inch ID steel washers
 - ¼-inch b 2-inch long steel cap screws
 - ½-inch steel hex nuts
 - ½-inch long pieces of crumpled steel aircraft safety wire
 - 2-inches by 2-inches by 1/8-inch thick aluminum sheet
 - ¼-inch diameter by 1-inch long aluminum rivets

3.4. HOPPER

- 3.4.1. The hopper shall have a minimum volumetric capacity of 7.3 cubic yards and a minimum useable capacity of 6 cubic yards.
- 3.4.2. All seams shall be full length welded and airtight.
- 3.4.3. A full load indicator shall be mounted in the cab on the control panel
- 3.4.4. Dumping shall be accomplished by hydraulically raising the hopper.
- 3.4.5. The hopper door shall be opened and closed hydraulically and included an automatic locking mechanism.
- 3.4.6. The hopper shall be maintained airtight through the use of rubber seals on all doors and openings.
- 3.4.7. The hopper shall include at least one (1) inspection door.

3.5. GUTTER BROOM

- 3.5.1. The sweeper shall be equipped with dual gutter brooms with a minimum diameter of 43-inches
- 3.5.2. The gutter broom bristles shall be poly filled digger type.

3.6. DUST SEPARATOR

- 3.6.1. The sweeper module shall be equipped with a high-efficiency dust separator which keeps dust and fine material inside the hopper. The separator shall be designed so that it will not plug with regular debris.
- 3.6.2. The dust separator shall be equipped with a minimum of one (1) exterior inspection door, which allows for the inspection and cleaning of the dust separator interior.
- 3.6.3. The dust separator housing shall be abrasion resistant with a replaceable, wear resistant liner.

3.7. DUST CONTROL SYSTEM

- 3.7.1. The sweeper shall be equipped with a spray water system. The spray water system shall have a water reservoir constructed with corrosion resistant material and have a minimum capacity of 220 gallons.
- 3.7.2. The sweeper shall be equipped with a fill hose with NST coupling. The fill hose shall have a minimum length of 20-feet.
- 3.7.3. The sweeper shall be equipped with a low water shut-off. The shut-off feature shall be coupled with a low water warning indicator within the cab.
- 3.7.4. All water lines shall be color coded for easy identification.
- 3.7.5. The water filter must be easy to access and clean without tilting the hopper. A ball valve must be provided at the filter inlet to allow cleaning of the filter without the loss of water from the water tank.
- 3.7.6. All water piping shall be external to the operator cab. No water lines capable of leaking or bursting shall be within the cab.

3.8. HYDRAULIC SYSTEM

- 3.8.1. The hydraulic system shall be adequate for use within the design requirements of the sweeper.
- 3.8.2. Hydraulic pump shall be a gear-driven, gear-style pump for maintenance free operation, having a flow capacity adequate for use within the design requirements of the sweeper.
- 3.8.3. Reservoir capacity shall not be less than 25 gallons and shall have an exterior sight gauge.
- 3.8.4. There shall be a 10-micron, spin-on hydraulic filter. Exchange of the filter must be possible without tilting the hopper. A 10-micron breather filter will also be installed to cleanse the air moving in and out of the hydraulic reservoir.

3.9. ELECTRICAL SYSTEM

- 3.9.1. Sweeper electrical system shall be independent from the chassis electrical system.
- 3.9.2. Sweeper engine shall have one (1) 925 CCA, 12-volt battery.
- 3.9.3. Sweeper engine shall have a 90-amp alternator.
- 3.9.4. Sweeper shall have an electronic back-up alarm for additional warning and safety when chassis is in reverse.
- 3.9.5. Sweeper lighting shall include rear identification lights, side broom, and rear clearance lights.
- 3.9.6. Two strobe lights shall be provided with harness, mountings, and light guards. Both lights are to be mounted on the rear of the hopper at each corner.
- 3.9.7. The sweeper shall come equipped with a minimum of 2 cameras. One camera shall be used as a backup camera and shall provide a full view directed away from the rear of the vehicle. The second camera shall be installed in a manner that will allow the pick up head to be monitored during operation. The images from the cameras shall be displayed on a monitor from within the cab of the chassis and shall be adjustable for viewing from the left or right side operator's position.

3.10. OPERATING CONTROLS

- 3.10.1. All sweeper controls shall be mounted on a stationary central console that allows for use from either right or left positions.
- 3.10.2. The controls shall include all sweep, spray water, and lighting functions.
- 3.10.3. The controls for sweep, spray water, and lighting functions shall be conventional rocker switches.
- 3.10.4. Controls for auxiliary engine ignition and throttle, side broom down pressure, and manual reset circuit breakers shall be located in the control console.
- 3.10.5. Sweeper engine instruments shall include an auxiliary engine air intake restriction indicator, a "raised" hopper indicator, and a "full" hopper indicator to notify the operator of hopper load and hopper rear door conditions.

4. OPTIONAL EQUIPMENT

4.1. HAND HOSE EQUIPMENT

- 4.1.1. An auxiliary hydraulic hand hose shall be provided for cleaning areas and catch basins.
- 4.1.2. The auxiliary hand hose shall be a minimum of 8-inch diameter, 10-feet long, and have a 42-inch-long aluminum nozzle and serrated ring.
- 4.1.3. The auxiliary hand hose shall be suspended from a hydraulic boom to allow easier maneuvering and controlled by a handheld pendant.
- 4.1.4. The auxiliary hand hose system shall utilize a separate electric hydraulic pump and a separate hydraulic valve.

- 4.1.5. The electric hydraulic pump shall also be capable of operating other hydraulic functions, including dumping, without running auxiliary engine.

4.2. HOPPER DELUGE SYSTEM

- 4.2.1. A hopper deluge system consisting of a special V-shaped nozzle assembly in the hopper rear door for easy washing out of the hopper shall be supplied. The standard equipped water fill hose can be connected to a hydrant and the washout nozzle in the hopper door to allow pressurized water to clean the hopper interior. Alternate designs may be submitted to the Owner for review and approval.
- 4.2.2. All water pumps shall be electrical self-priming.

4.3. LATERAL AIR FLOW

- 4.3.1. A lateral airflow nozzle shall be fitted between the front and rear axle on the left side of the unit.
- 4.3.2. By means of 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 size mounted urethane transition to allow proper mounting of diverter gate.
- 4.3.3. The nozzle shall be 360-degrees directional and nozzle air exhaust orifice shall be adjustable.
- 4.3.4. Air velocity shall be adequate to move deposits after sand and dust storms, puddles of water after heavy rainfalls, snow, grass cuttings laterally a minimum of 60-feet in a single pass.

4.4. MAGNET ASSEMBLY

- 4.4.1. A permanent type magnet having a minimum length of 84" shall be mounted forward and parallel to the front axel of the vehicle.
- 4.4.2. The height of the magnet shall be adjustable in the rang of 2-inches to 4-inches (two positions minimum) above ground with the first position located 2 ¼-inch maximum above ground and second position located 3-inches above ground.
- 4.4.3. A provision shall be made for raising magnet hydraulically to a traveling position with ground clearance of 10-inch minimum.
- 4.4.4. Minimum strength of the magnet shall be as follows:
 - 4.4.4.1. 2-inch ground clearance 500 gauss magnetic strength.
 - 4.4.4.2. 3-inch ground clearance 300 gauss magnetic strength.
 - 4.4.4.3. 4-inch ground clearance 200 gauss magnetic strength.
- 4.4.5. The magnetic assembly shall have means for releasing or dumping debris from magnet.
- 4.4.6. All controls for magnet assembly shall be located in the operator's cab.
- 4.4.7. The magnetic assembly shall be mounted such that mount or dismount of assembly

shall require not more than two man hours with the use of a lifting device and common hand tool.

- 4.4.8. A height indicator shall be located in the cab.

4.5. MISCELLANEOUS OPTIONS

- 4.5.1. Fire extinguisher, refillable, dry chemical unit, DOT approved, shall be cab mounted.
- 4.5.2. Hydrant wrench shall be furnished. Wrench shall be securely mounted in cab.
- 4.5.3. Slow moving vehicle emblem, reflective triangular emblem, shall be rear mounted.
- 4.5.4. Spare tire and wheel to match tires and wheels on truck shall be furnished
- 4.5.5. Variable Broom Speed Automatic Lubrication System shall be included.
- 4.5.6. High-pressure wash-down with 24-inch hand lance and 30-feet of hose.
- 4.5.7. The Airfield Sweeper shall be equipped with the following "in-cap" mounted, 2-way communication radios
 - 4.5.7.1. Icom Model IC-A120 Air Band, or equal, with roof top antenna, cable, transceiver speaker assembly, microphones.

ATTACHMENT A
ADDITIONAL VENDOR CERTIFICATIONS

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted rules (Chapter 46) to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the governing body or state agency receives the Form 1295. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)**

****This is a sample form for illustration purposes only. DO NOT FILL OUT THIS SAMPLE FORM. Form 1295 MUST BE FILED ELECTRONICALLY! Paper copies and PDF copies of this sample form are not accepted!**

Chapter 46, Ethics Commission Rules (new rule 46.4, regarding changes to contracts, is in effect as of January 1, 2017)

Last Revision: January 12, 2017

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 **AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

ATTACHMENT B
NEW AIRPORT SWEEPERSPECIFICATIONS CHECKLIST

New Airport Pavement Sweeper

Specifications Checklist

1.3 Warranty

Is warranty information provided and updated as required by the specifications?

Yes _____ No _____ Proposed _____
Alternative _____

2.0 Chassis

2.1 Chassis

Is the chassis an International MV607, Freightliner M2-106, or Owner approved equal?

Yes _____ No _____ Proposed _____
Alternative _____

Is the chassis conventional cab design with GVWR adequate for the completed sweeper?

Yes _____ No _____ Proposed _____
Alternative _____

Does the auxiliary engine share a diesel fuel tank with the chassis engine?

Yes _____ No _____ Proposed _____
Alternative _____

Is fuel tank capacity at least 51 gallons with an in-cab fuel indicator?

Yes _____ No _____ Proposed _____
Alternative _____

Is the fuel tank readily accessible without moving the hopper or major components?

Yes _____ No _____ Proposed _____
Alternative _____

Is the chassis frame manufacturer standard high-strength steel suitable for the sweeper body?

Yes _____ No _____ Proposed _____
Alternative _____

Are at least two front tow hooks or standard front towing provisions provided?

Yes _____ No _____ Proposed _____
Alternative _____

Are the chassis and sweeper painted in accordance with AC-150/5210-5D?

Yes _____ No _____ Proposed _____
Alternative _____

2.2 Chassis Engine

Is the chassis engine manufacturer standard diesel?

Yes _____ No _____ Proposed _____
Alternative _____

Is chassis engine horsepower adequate for the completed sweeper and airport operations?

Yes _____ No _____ Proposed _____
Alternative _____

Does the chassis engine meet applicable current EPA, CARB, GHG, emissions, and OBD requirements?

Yes _____ No _____ Proposed _____
Alternative _____

Is the cooling system protected to not less than -10 degrees F?

Yes _____ No _____ Proposed _____
Alternative _____

Is authorized chassis parts, warranty, and maintenance support available?

Yes _____ No _____ Proposed _____
Alternative _____

2.3 Transmission

Is the transmission a manufacturer standard automatic by Allison or equal?

Yes _____ No _____ Proposed _____
Alternative _____

Does the transmission provide forward and reverse operation for fully loaded sweeper service?

Yes _____ No _____ Proposed _____
Alternative _____

Does the transmission include standard controls, cooling, and diagnostic provisions?

Yes _____ No _____ Proposed _____
Alternative _____

2.4 Operator Position and Chassis Controls

Is the vehicle operated from the standard driver position of the conventional cab?

Yes _____ No _____ Proposed _____
Alternative _____

Is the steering system manufacturer standard full power steering?

Yes _____ No _____ Proposed _____
Alternative _____

Does the steering column include standard tilt and/or telescopic adjustment when available?

Yes _____ No _____ Proposed _____
Alternative _____

Do chassis gauges/warnings show engine, transmission, fuel, air, electrical, and vehicle information?

Yes _____ No _____ Proposed _____
Alternative _____

Are sweeper controls arranged in the cab for convenient operator access and visibility?

Yes _____ No _____ Proposed _____
Alternative _____

2.5 Brakes

Are brakes manufacturer standard air brakes or equal, sized for completed GVWR?

Yes _____ No _____ Proposed _____
Alternative _____

Does the braking system include ABS?

Yes _____ No _____ Proposed _____
Alternative _____

Does the braking system include automatic or manufacturer standard adjustment provisions?

Yes _____ No _____ Proposed _____
Alternative _____

Is the vehicle equipped with manufacturer standard parking brake?

Yes _____ No _____ Proposed _____
Alternative _____

2.6 Wheels and Tires

Are wheels and tires sized by the chassis manufacturer for completed GVWR?

Yes _____ No _____ Proposed _____
Alternative _____

Are wheels 22.5-inch diameter unless otherwise approved?

Yes _____ No _____ Proposed _____
Alternative _____

Are tires tubeless radial tires with adequate load rating for the completed sweeper?

Yes _____ No _____ Proposed _____
Alternative _____

Are front and rear tire sizes manufacturer standard for the proposed chassis?

Yes _____ No _____ Proposed _____
Alternative _____

Are tires suitable for paved runways, taxiways, aprons, and roadways?

Yes _____ No _____ Proposed _____
Alternative _____

2.7 Cab

Is the cab a manufacturer standard conventional day cab or approved equal?

Yes _____ No _____ Proposed _____
Alternative _____

Does the cab include adjustable driver and passenger seating with standard seat belts?

Yes _____ No _____ Proposed _____
Alternative _____

Are exterior rear-view mirrors provided on both sides?

Yes _____ No _____ Proposed _____
Alternative _____

Do mirrors include convex or down-view provisions for side visibility?

Yes _____ No _____ Proposed _____
Alternative _____

Does the cab include heater, ventilator, defroster, and air conditioning?

Yes_____ No_____ Proposed
Alternative_____

Are powered windshield wipers and windshield washer system provided?

Yes_____ No_____ Proposed
Alternative_____

Does the cab include driver sun visor provisions?

Yes_____ No_____ Proposed
Alternative_____

Are cab doors key-lockable?

Yes_____ No_____ Proposed
Alternative_____

Are door windows manufacturer standard manual or power-operated type?

Yes_____ No_____ Proposed
Alternative_____

Does the cab include a 12V auxiliary power outlet or USB/auxiliary power provision?

Yes_____ No_____ Proposed
Alternative_____

Does the cab include a functional audio system or standard radio provision?

Yes_____ No_____ Proposed
Alternative_____

2.8 Electrical

Is the chassis electrical system 12-volt negative ground?

Yes_____ No_____ Proposed
Alternative_____

Do batteries provide at least 1,400 total CCA and adequate capacity for completed sweeper service?

Yes_____ No_____ Proposed
Alternative_____

Are batteries located in an accessible, protected compartment?

Yes _____ No _____ Proposed _____
Alternative _____

Is the chassis alternator rated not less than 160 amps?

Yes _____ No _____ Proposed _____
Alternative _____

Does chassis lighting include all standard road, signal, clearance, backup, and instrument lights?

Yes _____ No _____ Proposed _____
Alternative _____

Are all chassis lights controlled from within the cab?

Yes _____ No _____ Proposed _____
Alternative _____

Are additional safety and work lights provided as required for the completed sweeper?

Yes _____ No _____ Proposed _____
Alternative _____

Are standard body-builder wiring/interface provisions provided for sweeper integration?

Yes _____ No _____ Proposed _____
Alternative _____

3.0 Sweeper Module

3.1 Sweeper Engine

Is the sweeper equipped with a John Deere 4045 four-cylinder turbocharged Final Tier 4 diesel or equal?

Yes _____ No _____ Proposed _____
Alternative _____

Is auxiliary engine displacement at least 275 cubic inches?

Yes _____ No _____ Proposed _____
Alternative _____

Does the auxiliary engine produce at least 99 HP at 2,200 RPM?

Yes _____ No _____ Proposed _____
Alternative _____

Does the auxiliary engine produce at least 315 lb-ft torque at 1,600 RPM?

Yes _____ No _____ Proposed _____
Alternative _____

Does the engine include heavy-duty air cleaner, pre-cleaner, scavenge hose, and in-cab restriction gauge?

Yes _____ No _____ Proposed _____
Alternative _____

Does the engine include a spin-on, full-flow remote oil filter?

Yes _____ No _____ Proposed _____
Alternative _____

Does the auxiliary engine share diesel fuel with the chassis engine?

Yes _____ No _____ Proposed _____
Alternative _____

Does the auxiliary engine include a dedicated DEF tank with 5.4 gal volumetric and 3.8 gal usable capacity?

Yes _____ No _____ Proposed _____
Alternative _____

Does the engine include protection, WIF sensor, fuel filtration, and OCV filtration?

Yes _____ No _____ Proposed _____
Alternative _____

3.2 Blower

Is a high-volume, open-face, rubber-coated aluminum alloy turbine blower provided?

Yes _____ No _____ Proposed _____
Alternative _____

Is the blower supported by two sealed lifetime-lubricated anti-friction bearings?

Yes _____ No _____ Proposed _____
Alternative _____

Is the blower housing bolt-on steel with abrasion-resistant replaceable liner?

Yes _____ No _____ Proposed _____
Alternative _____

Is the blower driven by a heavy-duty power band for continuous runway sweeping service?

Yes _____ No _____ Proposed _____
Alternative _____

3.3 Pick-up Head

Is a dual-chamber pick-up head provided for high-speed runway and pavement sweeping?

Yes _____ No _____ Proposed _____
Alternative _____

Is pick-up head inside width at least 87 inches?

Yes _____ No _____ Proposed _____
Alternative _____

Is the pick-up head supported by long-life carbide skids?

Yes _____ No _____ Proposed _____
Alternative _____

Does the pick-up head include a cable-operated pressure bleeder?

Yes _____ No _____ Proposed _____
Alternative _____

Sweeper is capable of completing the tests outlined in 3.3.4.

Yes _____ No _____ Proposed _____
Alternative _____

3.4 Hopper

Is hopper capacity at least 7.3 cubic yards volumetric and 6.0 cubic yards usable?

Yes _____ No _____ Proposed _____
Alternative _____

Is the hopper welded steel plate with integral stiffeners?

Yes _____ No _____ Proposed _____
Alternative _____

Is dumping hydraulically operated with a raker bar?

Yes _____ No _____ Proposed _____
Alternative _____

Does the hopper dump to the rear of the vehicle?

Yes _____ No _____ Proposed _____
Alternative _____

Does the hopper include inspection doors on each side?

Yes _____ No _____ Proposed _____
Alternative _____

3.5 Gutter Broom

Is the sweeper equipped with twin gutter brooms?

Yes _____ No _____ Proposed _____
Alternative _____

Is each gutter broom driven by a constant-speed, non-reversible hydraulic motor?

Yes _____ No _____ Proposed _____
Alternative _____

Are gutter brooms adjustable for down pressure, pattern, and wear?

Yes _____ No _____ Proposed _____
Alternative _____

Is gutter broom down pressure automatically controlled?

Yes _____ No _____ Proposed _____
Alternative _____

Does each gutter broom include an anti-damage swing-away relief feature?

Yes _____ No _____ Proposed _____
Alternative _____

Is each gutter broom at least 43 inches diameter?

Yes _____ No _____ Proposed _____
Alternative _____

Are two LED floodlights provided at the gutter broom area?

Yes _____ No _____ Proposed _____
Alternative _____

3.6 Dust Separator

Is a high-capacity dust separator with cyclonic centrifugal separation provided?

Yes _____ No _____ Proposed _____
Alternative _____

Is the dust separator located adjacent to the blower within the hopper?

Yes _____ No _____ Proposed _____
Alternative _____

Is an exterior-access inspection door provided for separator inspection, cleaning, and maintenance?

Yes _____ No _____ Proposed _____
Alternative _____

Is the separator housing abrasion resistant with a replaceable wear-resistant liner?

Yes _____ No _____ Proposed _____
Alternative _____

3.7 Dust Control System

Is a dust control water spray system provided for sweeping operations?

Yes _____ No _____ Proposed _____
Alternative _____

Is the water pump electric diaphragm type?

Yes _____ No _____ Proposed _____
Alternative _____

Are polyethylene water reservoirs provided with at least 220 gallons total capacity?

Yes _____ No _____ Proposed _____
Alternative _____

Does the water system include an 80-mesh in-line filter cleanable without tilting the hopper?

Yes _____ No _____ Proposed _____
Alternative _____

Does the system include low-water safety shut-off with audible and visual cab indicators?

Yes _____ No _____ Proposed _____
Alternative _____

Is a fill hose at least 20 feet long provided with NST coupling?

Yes _____ No _____ Proposed _____
Alternative _____

3.8 Hydraulic System

Does the hydraulic system operate gutter brooms, hopper dump functions, and pick-up head functions?

Yes _____ No _____ Proposed _____
Alternative _____

Is the hydraulic system adequately designed for required sweeper operations?

Yes _____ No _____ Proposed _____
Alternative _____

Is the hydraulic pump gear driven from the auxiliary engine?

Yes _____ No _____ Proposed _____
Alternative _____

Is reservoir capacity at least 25 gallons with exterior sight gauge?

Yes _____ No _____ Proposed _____
Alternative _____

Does the hydraulic system include 10-micron spin-on vent filters?

Yes _____ No _____ Proposed _____
Alternative _____

Is hydraulic temperature shutdown with in-cab gauge provided?

Yes _____ No _____ Proposed _____
Alternative _____

Is auxiliary hydraulic capacity provided for optional attachments and maintenance functions?

Yes _____ No _____ Proposed _____
Alternative _____

3.9 Sweeper Electrical System

Are at least two alternating LED rear flashers provided?

Yes _____ No _____ Proposed _____
Alternative _____

Is a rear-view camera system provided?

Yes _____ No _____ Proposed
Alternative _____

Is an electronic back-up alarm provided?

Yes _____ No _____ Proposed
Alternative _____

Is an SAE Class 1 / California Title 13 amber LED beacon with limb guard provided?

Yes _____ No _____ Proposed
Alternative _____

3.10 Operating Controls

Does the control system operate sweeper and auxiliary engine functions?

Yes _____ No _____ Proposed
Alternative _____

Is a pedestal-mounted touchscreen display provided in the cab?

Yes _____ No _____ Proposed
Alternative _____

Does the display show auxiliary engine data and sweeper operating data?

Yes _____ No _____ Proposed
Alternative _____

Does the display include hour meters for auxiliary engine, gutter brooms, pick-up head, blower, and water pump?

Yes _____ No _____ Proposed
Alternative _____

Does the display include trip/total hours, curb miles, sweeping hours, reminders, warnings, winterization guide, and OBD?

Yes _____ No _____ Proposed
Alternative _____

Does the sweeper come with a minimum of 2 cameras – 1 reverse camera and 1 pickup head camera?

Yes _____ No _____ Proposed
Alternative _____