



**Invitation to Bid (ITB) Airport Sweeper and Regenerative Air Sweeper for
Montgomery Gibbs Executive Airport**

Solicitation Number: 10089801-21-F

Solicitation Issue Date: April 5, 2021

Questions and Comments Due: April 8, 2021 @ 12:00 p.m.

Pre-Bid Conference: No Pre-bid Conference will be held.

Bid Due Date and Time ("Closing Date"): April 20, 2021 @ 3:00 p.m.

Contract Terms: Two (2) years from the Effective Date through the completion of work, as defined in Article I, Section 1.2 of the City's General Contract Terms and Provisions.

City Contact: Tammy Ferguson, Associate Procurement Contracting Officer
1200 Third Avenue, Suite 200
San Diego, California 92101
tferguson@sandiego.gov
(619) 236-6043

Submissions: Bidder is required to provide one (1) original and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein.

Completed and signed ITB signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.

Note: Emailed submissions will not be accepted. Due to COVID-19, electronic copies submitted through PlanetBids will be accepted. Instructions for electronic submissions are provided as an attachment in PlanetBids.

**CONTRACT RESULTING FROM INVITATION TO BID NUMBER 10089801-21-F, Airport
Sweeper, Regenerative Air Sweeper for Montgomery Gibbs Executive Airport**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful bidder to Invitation to Bid (ITB) # 10089801-21-F, Airport Sweeper, Regenerative Air Sweeper for Montgomery Gibbs Executive Airport (Contractor).

RECITALS

On or about 4/5/2021, City issued an ITB to prospective bidders on goods to be provided to the City. The ITB and any addenda and exhibits thereto are collectively referred to as the "ITB." The ITB is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, personnel necessary to provide the goods and services.

City wishes to retain Contractor to provide goods and services for Montgomery Gibbs Executive Airport as further described in the Scope of Work, attached hereto as Exhibit B. (Goods and Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

- 1.1 Scope of Work.** Contractor shall provide the Goods to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Goods and Service.
- 1.2 General Contract Terms and Provisions.** This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.
- 1.3 Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects.** This Contract incorporates by reference the Contract Provision Guidelines for the Obligated Sponsors and Airport Improvement Program Projects, attached hereto as Exhibit E.

**ARTICLE II
DURATION OF CONTRACT**

- 2.1 Term.** This Contract shall be for a period of two (2) year from the Effective Date until the completion of the Scope of Services. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract and approved by the City Attorney in accordance with San Diego Charter Section 40.

ARTICLE III COMPENSATION

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$300,000.00

ARTICLE IV WAGE REQUIREMENTS

4.1 By submitting a response to this ITB, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services.

ARTICLE V CONTRACT DOCUMENTS

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the ITB, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the goods and services to be provided. Contractor will provide any goods and services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe goods and services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.2.1 City's Technical Representative. The Technical Representative for the Contract is the City's Real Estate Asset Department's designee, who will be specified on individual purchase orders issued under this contract. The Technical Representative will provide daily oversight of the Contract to ensure compliance with the Scope of Work and/or performance to Contract specifications. The Technical Representative, or designee, is also responsible for oversight of all invoice payments and billing questions for purchase orders issued under the Contract.

The Purchasing Agent shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to the Contract. The Contractor shall not rely upon any oral change from anyone, including the Technical Representative, nor a written request, for changes to the Contract

from someone other than the Purchasing Agent. All changes must be in writing, signed by the Purchasing Agent.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The document highest in the order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st The Contract
- 2nd The ITB and the City's written acceptance of any exceptions or clarifications to the ITB, if any
- 3rd Contractor's Pricing

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Mar-co Equipment Company
Bidder

BY:



130 Atlantic Street
Street Address

Print Name: Claudia C. Barce
Director Purchasing & Contracting Department

Pomona
City

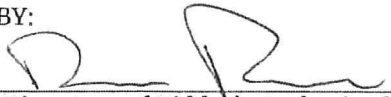
June 15, 2021

Date Signed

909-594-9493
Telephone No.

info@marcoequip.com
E-Mail

BY:



Signature of Bidder's Authorized
Representative

Approved as to form this 2nd day of

August, 2021.
MARA W. ELLIOTT, City Attorney

Ron Rowe
Print Name

BY: Melissa Ables
Deputy City Attorney

Sale Representative
Title

04/16/2021
Date

**EXHIBIT A
INSTRUCTIONS AND BID REQUIREMENTS**

A. BID SUBMISSION

1. Timely Bid Submittal. Bids must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Bids. The City will accept paper bids in lieu of eBids. Paper bids must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed bids will not be accepted.

1.2.1 Due to COVID-19, electronic copies submitted through PlanetBids will be accepted. Instructions for electronic submissions are provided as an attachment in PlanetBids.

1.3 Bid Due Date. Bids must be submitted prior to the Closing Date indicated in the eBidding System. E-mailed and/or faxed bids will not be accepted.

1.4 Pre-Bid Conference. No pre-bid conference will be held for ITB.

1.4.1 Reserved.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all bidders who are on record as having received this ITB via its eBidding System. No oral communications can be relied upon for this ITB. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this ITB.

1.6 Contact with City Staff. Unless otherwise authorized herein, bidders who are considering submitting a bid in response to this ITB, or who submit a bid in response to this ITB, are prohibited from communicating with City staff about this ITB from the date this ITB is issued until a contract is awarded.

2. Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by bidder, if any. The bidder must present written factual or legal justification for any exception requested to the Scope of Work, Contract, or Goods and Services ITB

the Exhibits. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of bidder's exceptions, reject bidder's exceptions and deem the bid non-responsive, or award the Contract without bidder's proposed exceptions.

2.3 The Contractor Standards Pledge of Compliance Form.

2.3.1 Contractor must demonstrate that they are a responsible bidder properly equipped to perform work as specified in this ITB. The City reserves the right to contact references not provided by the Bidder. References shall be provided in accordance with the attached form. Contractor is required to provide a minimum of three (3) references to demonstrate successful performance for work of similar size and scope as specified in this contract during the past five (5) years. References shall be submitted on the Contractor Standards Pledge of Compliance form attached to this ITB. **Bidder cannot provide a current City of San Diego staff member as a reference.**

Contractor is required to state all subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor on the form attached to this ITB.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Living Wage Ordinance Certification of Compliance.

2.6 Reserved.

2.7 Manufacturer's Price List.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved

2.10 A Guarantee of Good Faith in the form of a certified check, a bank or postal money order, or a bid bond executed by a corporation authorized to issue surety bonds in the State of California.

2.11 One copy of the safety data sheet (SDS) for each product bid. Only those products whose label and MSDS clearly state the contents, hazard potential, and protective measures required shall be considered for purchase.

3. Bid Review. Bidders are responsible for carefully examining the ITB, the Scope of Work, this Contract, and all documents incorporated into the Contract by reference before submitting a bid. If selected for award of contract, bidder shall be bound by same unless the City has accepted bidder's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this ITB as necessary. All addenda are incorporated into the Contract. The bidder is responsible for determining whether addenda

were issued prior to a bid submission. Failure to respond to or properly address addenda may result in rejection of a bid.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the bidder to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Bidder shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the bid.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Bidder may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the bidder offers an item of a manufacturer or vendor other than that specified, the bidder must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the bidder's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Bidder is responsible for verifying all prices and extensions before submitting a bid.

7.1 Modification or Withdrawal of Bid before Bid Opening. Prior to the Closing Date, the bidder or bidder's authorized representative may modify or withdraw the bid by providing written notice of the bid modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Bid Modification or Withdrawal of Bid After Bid Opening. Any bidder who seeks to modify or withdraw a bid because of the bidder's inadvertent computational error affecting the bid price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The bidder shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the bidder to prove the inadvertent error. If, as a result of a bid modification, the bidder is no longer the apparent successful bidder, the City will award to the newly established apparent successful bidder. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by bidders in participating in this solicitation process.

9. Public Records. By submitting a bid, the bidder acknowledges that any information submitted in response to this ITB is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the bidder submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the bidder to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the bidder must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the bidder does not provide a specific and detailed legal basis for requesting the City to withhold bidder's confidential or proprietary information at the time of bid submittal, City will release the information as required by the CPRA and bidder will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the bidder's obligation to defend, at bidder's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the bidder's request. Furthermore, the bidder shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at bidder's request. Nothing in the Contract resulting from this bid creates any obligation on the part of the City to notify the bidder or obtain the bidder's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access bidder's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this ITB.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of bids.

3. Escalation. An escalation factor is not allowed unless called for in this ITB. If escalation is allowed, bidder must notify the City in writing in the event of a decline in market price(s) below the bid price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the bidder clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire bid, any difference between the unit price correctly extended

and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. BID OPENING. All bids will be opened at, or immediately after, the time noticed for the bid opening in a location that is open to the public. No bidder or interested person will be excluded from the bid opening. Where no member of the public is in attendance, at least one City officer or employee, in addition to the City employee opening the bids, will be present. Bid results will be announced in the presence of those attending. The name of the project will be audibly announced to those present followed by the name of the bidder, the name of the surety, the amount of the bond, if required, and the total amounts or unit amounts bid. Any person present shall have the right to ask the announcements be repeated or to ask that omitted data be supplied. Such requests will be honored to the extent they do not unreasonably delay or interfere with the bid opening procedure, as determined at the sole discretion of the City employee opening the bids.

D. EVALUATION OF BIDS

1. Low Bid Award. A contract will be awarded to the lowest responsible and responsive bidder.

2. Additional Information. The City may require bidder to provide additional written or oral information to clarify responses.

3. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

4. Waiver of Defects and Technicalities. The City may waive defects and technicalities in bids when to do so is in the City's best interests.

5. Rejection of All Bids. The City may reject any and all bids when to do so is in the City's best interests.

E. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all bidders of its intent to award a Contract in writing.

2. Obtaining Bid Results. Bid results may be obtained by: (1) attending the bid opening; (2) e-mailing a request to the City Contact identified on the eBidding System; or (3) visiting the P&C eBidding System to review the bid results. To ensure an accurate response, requests should reference the Solicitation Number. Bid results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various bidders. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

F. **PROTESTS.** The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful bidders with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

G. **SUBMITTALS REQUIRED UPON NOTICE OF INTENT TO AWARD.** The successful bidder is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice of Intent to Award letter:

1. **Insurance Documents.** Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. **Taxpayer Identification Number.** Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. **Business Tax Certificate.** All businesses that contract with the City must have a current business tax certificate unless the City Treasurer determines the business is exempt.

4. **Reserved.**

5. **Reserved.**

The City may find the bidder to be non-responsive and award the Contract to the next responsible and responsive low bidder if the apparent successful bidder fails to timely provide the required information or documents.

**EXHIBIT B
SCOPE OF WORK**

yes **A. OVERVIEW**

The City of San Diego (City) Real Estate Assets Department Airports Division desires to purchase one (1) sweeper for the Montgomery Gibbs Executive Airport under a Federal Aviation Administrative (FAA) Airport Improvement Program (AIP) Grant. The sweeper is to be a regenerative air sweeper for use in sweeping airport runways, taxiways, aircraft parking/storage aprons, parking lots and roadways.

The complete unit shall be delivered and ready for use. All parts not specifically mentioned which are required for a complete unit shall conform in design and quality of material to the highest standards of engineering practices. All standard accessories and equipment in the advertised and published literature shall be included, even though they may not be specified in the bid. The complete unit shall meet all federal, state, and local safety and vehicle standards.

yes **B. CONTRACTOR TECHNICAL REPRESENTATIVE**

Contractor shall provide a qualified technical representative to be in attendance during startup operations of equipment to make any necessary adjustments and provide instructions to ensure correct operations. A prepared video training tape shall be included to supplement initial training and for future training.

Only City specifications will be taken into consideration on the determination of the qualified Contractor. The Contractor shall indicate, on the specification sheet in the space provided to the right of each line item, whether that item complies with the specification or if it does not. **All line items shall be noted and no line items may be left blank.**

Contractor must meet the intent of these specifications for the regenerative air sweeper, and which may be comparable to the specified requirements listed in Section G below. Contractor shall, upon request, provide a written detailed specification of the proposed product to City within five (5) working days of the delivery of the product.

yes **C. DELIVERY**

To optimize, all new equipment deliveries shall be schedule in advance. The Contractor, upon receipt of City Purchase Order and prior to submittal of factory order, shall contact the Real Estate Asset Department at (858) 573-1441 to establish delivery requirement and location.

Contractor shall deliver the equipment complete and ready for operation within one hundred ninety (190) calendar days of the date the City places each order with the

Contractor. The equipment shall be new and the latest model and have all standard accessories, and except as otherwise specified, be standard in all respects. It shall have all standard equipment and features as shown by current manufacturer's catalogues. It shall be fueled and completely lubricated, and all pre-delivery services shall have been performed. Delivery time is Monday through Friday, 10:00 a.m. to 3:00 p.m.

City will not pay for any equipment that is not delivered as specified in the Contract. Conformity to equipment specification and the subsequent equipment acceptance date will be determined by the Real Estate Assets Representative. Payment terms will be based on the date of acceptance by the City.

yes

D. PARTS STIPULATION AND SUPPORT

With the written approval of both Contractor and City, City may purchase additional units at the same per unit cost for a period of twelve (12) months after the effective date of this Contract.

Contractor shall identify any specialized parts, kits or required accessories necessary for proper operation of equipment prior to acceptance and should be listed in the bid in Section N, Table Two (2), below (add supplemental pages as required). If Contractor does not submit costs for specialized parts, kits or required accessories, it shall be assumed that costs for such items are integrated into the cost of the full vehicle in Section N, Table One (1), below, and no additional costs shall apply. In addition, Contractor shall list any parts required for routine maintenance and service.

Contractor shall ensure adequate and continued parts support, including proprietary parts, for the equipment for a period of not less than two (2) years from last delivery of the equipment. Parts must be available within the continental United States and/or received by the City of San Diego within seventy-two (72) hours from placement of the order.

yes

E. ADMINISTRATIVE MINIMUM ACCEPTANCE REQUIREMENTS

The following documents and literature shall be delivered with the equipment as applicable:

1. Contractor shall be a nationwide company having been in the business of manufacturing commercial, vehicle mounted, regenerative air sweeper units of the size and capacity listed below for a minimum of 10 years.
2. Contractor shall have a major parts and repair facility within 75 miles of San Diego, CA and have the capability of providing local repairs within a 24-hour response time.
3. Delivery is to be specified in number of calendar days from issuance of Notice to proceed.

4. On-site training of personnel for sweeper operation is to be completed within thirty (30) calendar days of sweeper delivery.
5. Contractor shall provide a 12-month parts and labor warranty with the option to extend the warranty for an additional 12-months at a nominal fee with such fee included in the bid. The sweeper hopper may be covered by a separate warranty at the Contractor's discretion.
6. Contractor shall provide a list of consumable/fast-moving spare parts, technical/repair manuals, and training manuals (i.e. two (2) copies of each).
7. City reserves the option to inspect local Contractor's parts and repair facility prior to placement of an order.
8. City reserves the option to inspect the sweeper unit at a mid-construction point (i.e. the mid-construction inspection point shall be mutually defined and agreed upon by the Contractor and the City).
9. Contractor shall complete and sign pre-delivery service check list.
10. Contractor shall provide Line Site Tickets or window stickers showing all options installed.
11. Contractor shall provide "Report of Sale" and "Temporary Operating Permit".
12. All locks on a delivered vehicle shall be operable with one (1) key;
 - a. Three (3) sets of keys for each lock shall be provided upon delivery;
 - b. Key codes shall be furnished for all equipment delivered, if applicable.
13. Contractor shall provide one (1) factory service and operator's manual for equipment.
14. Contractor shall provide two (2) parts, service, and operator's manuals for equipment and components.
15. Contractor shall provide full electrical schematic "as built" drawing.
16. Contractor shall provide full hydraulic schematic "as built" drawing.
17. Prior to delivery, all equipment shall be completely inspected, serviced as prescribed by the manufacturer's specifications including, but not limited to (if applicable);
 - a. All tires balanced;
 - b. Front end aligned;
 - c. Headlights adjusted;
 - d. Fifty (50) gallons of fuel (minimum);
 - e. Verification of fluid levels such as differential, crankcase, transmission, etc.
18. If after delivery, the unit is found to have deficiencies, it shall be the Contractor's responsibility to pick up the equipment, make the necessary corrections and re-deliver the equipment for re-inspection and acceptance without any additional cost to the City. Payment will not be made until the

defect(s) or deficiencies are corrected, and the equipment is re-inspected and accepted, and the equipment shall be ready for service.

yes

F. WARRANTY

Contractor shall supply the City with a written unlimited new machine Powertrain Warranty to cover a period of not less than one (1) year from the date the unit(s) is/are placed in service. Warranty period commences when unit(s) is/are placed in operation, not upon delivery. The warranty on the engine, transmission, tires and tubes, storage batteries, electrical lamps, and other devices subject to deterioration is limited to the warranty of the manufacturer thereof and adjustments for those items will be made directly with the manufacturer.

Contractor shall provide the City with a written warranty on Vacuum/Pressure System to cover a period not less than two (2) years or two thousand (2000) hours of use from the date the unit(s) is/are placed in service, whichever occurs first. Warranty time to start when unit(s) is/are placed in operation, not delivery.

Warranty shall cover all parts and labor that fail during this period with exceptions of failure due to neglect, abuse, or modifications not approved in writing by the manufacturer.

During the warranty period, all costs involved with the repair, such as transportation to and from the service facility, will be paid for by the manufacturer. Contractor shall provide an out of warranty hourly charge for repairs or service when the standard warranty has expired in the event City technicians are unable to repair or diagnose a failure.

During the warranty period, manufacturer, or his representative, will have three (3) working days after notification of a failure to take appropriate action towards inspecting and determination of the failure, and to make necessary arrangements to repair the problem.

yes

G. AIRPORT SWEEPER, REGENERATIVE AIR SWEEPER SPECIFICATIONS

The following specifications describe the minimum requirements for the Air Regenerative Sweeper.

1. Vehicle Information
 - a) Manufacturer – Freightliner
 - b) Model – 2020 M2-106
 - c) Chassis – Standard 106, BCC Aluminum Day Cab with LH Steering
 - d) Dr. Seat – Air Ride
 - e) Cab – Air Conditioned
 - f) Radio – AM/FM Stereo

- g) Mirrors – vehicle side mirrors, heated, round mirrors as required to observe L and R Gutter Brooms
- h) Engine – Cummins ISB 6.7L-240 HP-560 Ft. lbs Torque, Diesel, Tier IV (as available-or-latest Tier III upgrade, i.e. 2011 Standards)
- i) Fuel – diesel (50-gallon minimum cap tank); Electric Fuel Pump with re-prime; Fuel Filter to be DAVCO #382E (or newer series) with ¼ turn ball valves before and after filter
- j) Coolant – Coolant system provided with Coolant Filter with ¼ turn ball valves before and after filter
- k) Transmission – Allison 3000 RDS – 6Spd/Auto
- l) Gross Vehicle Weight – VW – 30,000 lbs.
- m) Brakes – Air brakes to be Bendix ADIP or Wabco dual spin on system with air dryer. Disc brakes, front and rear. All-wheel anti-skid/lock system.
- n) Tires – two (2) front, four (4) rear – 275/80R22.5, plus two additional full-size spare rear tires with rims
- o) Windows – Electric operated

yes 2. Vehicle Prep Work

- a) Paint – Vehicle and Sweeper Unit to be painted Chrome Yellow in accordance with FAA AC 150/5210-5D
- b) Marking – Vehicle to be identified with “City of San Diego” Logo (provided) 16
- c) Light Bar – Roof mounted low-profile, LED Light Bar with interior controls.
- d) Communications – Provide and install communication radios (ICOM IC-A210 and Motorola COM-1550) mounted in center console accessible without removing seat belt
- e) Lights – provide fog lights. Provide 12 each – 12V sealed beam lamps (i.e. each side and 4 in rear). Provide amber HP strobe lights (front and rear)

yes 3. Sweeper Auxiliary Engine features:

Tier IV (as available – or – latest Tier III upgrade, i.e. 2011 Standards, diesel engine to conform with CARB standards (i.e. must meet 2019 CA and San Diego County Air Pollution Control District regulations).

- a) Automatic shut-down control
- b) Electric throttle control
- c) 65 + amp alternator at 12V
- d) In-cab gauges: oil pressure, water temperature, tachometer, hour meter, voltmeter gauges

- yes 4. Sweeper Hydraulic System Features
- a) 8 GPM capacity, 25-gallon reservoir, 10 micron filter & 10K BTU cooler
 - b) Easily serviced and maintained (i.e. spin-on filter, City representative to determine ease of access, ease of fill/service for specific model).
- yes 5. Sweeper Auxiliary Hydraulic System features:
- a) 12V electric motor
 - b) Functions to include hopper, hopper door, broom(s), pick up head
- yes 6. Sweeper Dust Control System features;
- a) High volume air flow type, centrifugal separator system
 - b) Poly water tank
 - c) Largest water tank for selected sweeper unit
 - d) Water tank has internal fill filter (prefer SS)
 - e) 25' fill hose and coupling
 - f) In-cab control
- yes 7. Sweeper Debris Hopper features;
- a) Hardened surface SS or AR steel with specific warranty details for service life; rubber or other coatings are not acceptable.
 - b) Hopper to be easily emptied and with enough static angle to prevent standing liquids
 - c) Dust/debris separator should be self-cleaning (i.e. provide detailed description)
 - d) Hydraulically locked/opened
 - e) Two (2) minimum inspection doors
 - f) Maximum usable storage (i.e. capacity of debris actually carried)
- yes 8. Sweeper Pick Up Head features;
- a) Full width system
 - b) Operates in both forward and reverse
 - c) AQMD rule 1186 compliant (PM-10 fines)
 - d) Hydraulically controlled raise/lower controls
 - e) Carbide type skid pads
- yes 9. Sweeper Blower System features:
- a) Belt drive system with external accessibility and maintenance
 - b) Sealed bearings
 - c) Steel construction with bolt in cushioned lining through plenum
 - d) Left side main blower nozzle

yes

10. Sweeper Sweeping System features;

- a) Plastic bristled, re-buildable, right side broom with "digger" broom - 40"+
- b) Hydraulically driven
- c) Automatic wear adjustment
- d) In-cab control for pressure setting
- e) In-cab tilt control
- f) Regenerative air with large broom (center/rear).

yes

11. Dust Control;

- a) Water Tank with 220-gallon cap,
- b) Polyethylene with 5 gallons per minute (gpm) electric pump
- c) External water level indicator
- d) Spray nozzles around P/U Head, Gutter Brooms and inside Hopper
- e) 25' Fill hose and storage rack

yes

12. Miscellaneous Equipment;

- a) Right Hand Drive - provide cost to add this feature
- b) Hopper Deluge System
- c) Hopper Drain (i.e. for use in wet conditions)
- d) 8" diameter x 25' flex hose with 4' pick up wand for basin cleaning
- e) P/U Head Hour Meter
- f) Sweeper Odometer
- g) SS Upgrade Package (i.e. Hopper Screen, Hopper, Blower Housing)
- h) ASI (i.e. Auto Sweep Interrupt when in reverse)
- i) L and R Gutter Brooms with hydraulic controls
- j) Broom Assist P/U Head
- k) In-Cab Sweeper controls including HR Meter, Odometer and Dump Switch

yes

H. EQUIPMENT SPECIFICATIONS/BROCHURES

Contractor shall furnish as part of the bid, the most recent manufacturer's equipment specifications and brochures clearly describing the equipment they propose to furnish. These accompanying documents shall clearly indicate all points specified herein. Failure to provide manufacturer's specifications and brochures may cause the bid to be rejected and determined "non-responsive".

yes

I. EQUIPMENT LINE SHEET

Contractor shall provide, upon delivery of each unit, a copy of the factory/Original Equipment Manufacturer (OEM) line sheet indicating parts identification particular to the delivered unit.

yes **J. MANUFACTURER'S CERTIFIED TRAINING**

Contractor may be required, at the City's discretion, to provide manufacturer's certified operator and mechanic training. Special emphasis shall be given to any unique characteristics of the equipment and repair. The City will not pay any costs incurred by the successful Contractor that provides the training. Training shall be provided by a manufacturer's qualified instructor.

yes **K. PAYMENT**

Contractor shall submit invoices to the below address:

City of San Diego Airports Division
Attn: Accounts Payable
3750 John J. Montgomery Drive
San Diego, CA 92123

1. Invoices shall be legible and shall contain the following information:
 - a. The contract number and purchase order number;
 - b. A complete itemization of all costs including quantities ordered and delivery numbers (if any);
 - i. All submitted invoices must match exactly to all lines associated with the Purchase Order.
 - c. Any discounts offered to the City under the terms of this Contract;
 - d. Evidence of acceptance of the supplies or services by the City;
 - e. Unique traceable invoice number(s);
 - f. Total charges billed at this time and date;

Upon review and approval from the Real Estates Assets Department, invoices shall be forwarded to the Comptroller Department for payment.

L. PRICING SCHEDULE

The estimated annual quantities are not guaranteed. The City estimates to spend approximately \$300,000.00 over a two (2) year period for goods and services herein. However, this is tentative and in no case shall this contract exceed \$3,000,000.00 unless approved by City Council.

The quantities may vary depending on the demands of the City and any variation from this estimate shall entitle the Contractor to an adjustment in the unit price or any additional compensation. Contractors must bid on each and every piece of equipment listed below. Failure to bid on all items shall deem the bidder non-responsive.

Quantities below are in the City's estimated, as-needed requirements for a twelve (12) month period.

Est. Annual Qty x Unit Cost = Extension

Section 1: Unit Model Pricing

Item No.	Estimated Annual Qty (EAQ)	Unit of Measure	Description	Unit Price	Unit Price x EAQ Extension
1	1	EA	Airport Sweeper, Air Regenerative Sweeper	\$ 217,837.50	\$217,837.50
Estimated Annual Bid Total for Section 1				\$	\$ 217,837.50

Delivery Time: Calendar days after receipt of purchase order As specified

Section 2: Optional Labor, Equipment Replacement Parts and Kits Pricing

Item No.	Estimated Annual Qty (EAQ)	Unit of Measure	Description	Unit Price	Unit Price x EAQ Extension
1	50	HR	Out of Warranty Labor Charge	\$ 135.00	\$ 6,750.00
2	1	EA	Bidders to provide recommended list of spare parts	\$ 1,980.00	\$ 1,980.00
Estimated Annual Bid Total for Section 2:				\$	\$ 8,730.00

Estimated Annual Bid Total for Sections 1 and 2			\$	\$ 226,567.50
Estimated Total Contract Value (Est. Annual Bid Total x 2-year Contract Term)			\$	\$ 226,567.50

Exhibit B Misc Equipment Section Additional cost

\$ 17,850.00

Grand total with Misc Equipment included

\$ 244,417.50

M. DISCOUNTS OFF ALL CATALOGS PREVAILING PUBLISHED PRICE LIST

The City desires to purchase the products listed on the above pricing pages, as well as other products not specifically listed throughout the term of this Contract. As new items become available in the designated product lines, they will also become part of the contract and will be subject to the same discount offered. Your most current catalog's price list will be used to determine pricing during the Term. Contractor shall provide price updates and catalogs as new items become available, or at any time they are updated. Contractor shall indicate below the percentage discount off their catalog prevailing published price at the time of the order that will apply for items not specifically listed. This information will not be considered in the award evaluation. If categories are not listed, the City will interpret as the entire catalog is at any discount offered.

Product Category	Product	Discount off Manufacturer List Price
25101919	Road Sweeper	N/A %
251748	Specialized vehicle systems and components	N/A %
251725	Tires and Tubes	N/A %
40142007	Special Hose	N/A %
401615	Filters	N/A %
314015	Gaskets	N/A %
251748	Specialized vehicle systems and components	N/A %
251739	Electrical components	N/A %

Section N. Table 2, spare parts list (based on 1000-1,200 hrs per year usage)

- Qty 4 Vertical digger poly gutter broom segments
- Qty 3 Pick-up head curtain set

	MAIN WEARABLE ITEMS APPROXIMATE LIFE SPAN
Pickup Head Curtains	650 hours
Pickup Head Side Skids	2,000 hours
Pickup head springs	1,200-1,500 hours
Gutter Broom Segments	100-150 hours
Gutter Broom Springs	1,200-1,500 hours
Blower Wheel	3,500 – 5,000 hours

Note: All wearable sweeper items are stocked locally by Mar-co Equipment the Authorized TYMCO dealer for Southern California



ORDER PARTS



600
AIR SWEEPER

GENERAL SPECIFICATIONS



MODEL 600[®] REGENERATIVE[®] AIR STREET SWEEPER
DIESEL AUXILIARY ENGINE / DIESEL CONVENTIONAL CAB CHASSIS

SWEEPER AUXILIARY ENGINE

Engine John Deere 4045 turbo FT4, 4 cyl.
Displacement 275 in³ (4.5 L)
Power 99 HP @ 2200 RPM (74 kW)
Net torque 315 lb-ft @ 1600 RPM (427 Nm)
Air cleaner Heavy duty, w/pre-cleaner, scavenge vacuum hose, and in-cab air restriction indicator w/gauge.
Remote oil filter Spin on, full flow
Auxiliary engine fuel tank shared with chassis
Diesel fuel tank capacity 51 gal (193 L)
DEF tank Dedicated
Capacity (volumetric) 5.4 gal (20.6 L)
Capacity (useable) 3.8 gal (14.4 L)
Auxiliary engine protection system
Fuel/water separator and separate fuel filter
Open crankcase ventilation (OCV) filter

BLOWER, RUBBER LINED

Aluminum alloy, high volume, open face turbine
Purpose Creates blast and suction
Bearings (2) sealed lifetime lube, anti-friction
Bolt-on housing Steel w/abrasion resistant, replaceable liner
Drive Heavy duty power band

DUST SEPARATOR

Type Cyclonic, multipass, centrifugal separation
Size 20 x 61 in cylindrical area (508 x 1549 mm)
Located adjacent to blower within hopper
Particulate removal achieved through 61 in (1549 mm) skimmer slot into skimmer hood
Hinged inspection door opened from hopper exterior
Abrasion resistant housing w/replaceable wear resistant liner

HOPPER

Capacity (volumetric) 7.3 yd³ (5.6 m³)
Capacity (useable) 6 yd³ (4.6 m³)
Construction Welded steel plate with integral stiffeners
Floor angle 22°
Dump door opening 84 x 44 in (2134 x 1118 mm)
Dumping method Hydraulic with raker bar
Dumping height 36 in (914 mm)

PICK-UP HEAD

Type Dual chamber
Function Delivers air blast and suction
Width (inside dimension) 87 in (2210 mm)
Std. pick-up head area 2610 in² (1.68 m²)
BAH[®] option area 3567 in² (2.3 m²)
Suspension 4 springs, 2 drag links
Skids DUO SKID[®], long-life carbide
Suction hose diameter 14 in (356 mm)
Pressure hose diameter 14 in (356 mm)
Pressure bleeder Integral for leaf/light material pickup
Reverse pick-up head system

GUTTER BROOM, TWIN, Patented

Standard equipment includes floodlights and parabolic mirrors
Drive Constant speed non-reversible hydraulic motor
Adjustment Adjustable for down pressure, pattern and wear
Down pressure Automatically adjusts to requirement
Flexibility All directions integral anti-damage "swing away" relief valve
Broom 43 in dia. (1092 mm) steel wire, vertical digger

HYDRAULIC SYSTEM

Operates gutter broom(s), dump and pick-up head
Drive Gear driven from auxiliary engine
Flow rate 8 GPM (30.3 LPM)
Reservoir 25 gal (94.6 L) w/80 mesh suction strainer, sight/temperature gauge, cooler
Filter 3 micron in-line
Temperature shutdown system

DUST CONTROL SYSTEM

Water spray nozzles for dust suppression
Pump Electric diaphragm
Reservoirs Polyethylene 220 gal (833 L), total minimum
Filter 80 mesh in-line
Low water shut-off Safety shut-off with audible and visual indicator in cab
Spray nozzles:
Around pick-up head 4
Gutter brooms (each) 2
Hopper (inside) 1
Hydrant fill hose w/storage area 20 ft (6 m)

CONTROL SYSTEM

BlueLogic[®] Control System

Multiplexed electrical system includes hardware and TYMCO designed software that integrates the in-cab controls to the auxiliary engine and all sweeper functions; as well as provides intelligent safety features and on-board diagnostics (OBD) for the auxiliary engine and sweeper through the BlueLogic display.

BlueLogic Display

Pedestal mounted touchscreen display provides sweeper and auxiliary engine data to the operator and includes hour meters (trip and total) for the auxiliary engine, gutter brooms, pick-up head, blower, water pump, and BAH broom if applicable; sweeper odometer (records curb miles swept and sweeping hours), service reminders, custom reminders, overspeed warning, low water audible alarm, dust control system winterization guide, and OBD.

Interior Components

Leaf pressure bleeder control, BlueLogic display, auxiliary fuse panel, illuminated control switches: pick-up head, gutter brooms, auxiliary

engine RPM, dust control water system nozzles, safety lights.

Exterior Components

Dump switch, BlueLogic multiplex module

SAFETY/WARNING DEVICES

Alternating LED rear flashers (2)
Back-up alarm
SAE Class 1/California Title 13 amber beacon light with limb guard - LED

OPTIONAL EQUIPMENT

AOD water pump w/washdown hose/spray gun
Abrasion protection package
Auto Sweep Interrupt (ASI)
Auxiliary hand hose 8 in dia. (203 mm)
Auxiliary hand hose hydraulic boom assist
Auxiliary hand hose catch basin cleaning package
Auxiliary hydraulic system
Broom Assist Pick-up Head (BAH[®])
Camera/monitor system
COMDEX (extra water and tool box) 330 gal (1249 L) total capacity
Gutter broom tilt adjuster(s) (left, right, or twin)
Gutter broom variable speed
Gutter broom drop-down
Hi/Low pressure washdown system
High output water system
Hopper deluge system
Hopper drain system
Lateral airflow nozzle
Linear actuator - pressure bleeder w/gauge
Liquid recovery system
Low emissions package (required for South Coast AQMD Rule 1186)
Magnet, light, standard, or heavy duty
Pick-up head curtain lifter
Pick-up head deluge
Shop air purge, dust control system
Spark resistant skids
Stainless steel options:
Hopper:
Hopper weldment
Dump door
Inspection doors
Raker plate
High capacity dust separator
Hopper screen
Blower housing
High capacity dust separator
Hopper drain
Paint color (other than TYMCO standard white)

Special options are available for your individual requirements. Contact your local dealer or TYMCO.

CONVENTIONAL CAB CHASSIS AVAILABLE

International 4300
International MV607
Freightliner M2-106

The Sweeper that Changed an Industry!

Cleaning Applications

- Crowned, Cracked and Irregular Paved Streets and Roads
- BMP (Best Management Practice) for Stormwater Quality
- Porous and Permeable Pavements
- Airport Runways and Taxiways
- BMP for Fugitive Dust Control
- Industrial Facility Cleaning
- Asphalt and Concrete

Model 600
AIR SWEEPER

True Regenerative Air*



1. The innovative Regenerative Air System uses the force of high velocity compressed air created by the powerful linear motor.
2. The jet of air blasts forward and strikes the primary road while the primary road is in the air stream, forcing up into the air stream particles being blown up and into the dust particle.
3. The debris laden air stream is pulled into the large hopper where the air force velocity and the large dust particle are blown into the bottom. A screen at the top of the hopper prevents debris from entering the hopper and entering the secondary dust separator.
4. The patented centrifugal dust separator spins the air along the curved wall of the chamber with the rotation and centrifugal force. Air is returned to the blower and the debris is blown into the hopper. The secondary dust separator is located in the hopper and is attached to the primary dust separator to further clean the surface again.

Superior Training from TYMCO

We've got you covered! The Regenerative Air System and True TYMCO Sweeper operating on the job site and performance from your equipment investment. That's why we invest back. Here's what you'll receive from our scheduled training school, as well as the TYMCO Dealer, Manufacturer, operator and mechanic get hands-on training and assistance in specific applications. From vehicle safety to how to use the job, we've got you covered. Attention as well as the opportunity to learn from the experience of TYMCO air and sweepers through the education of the class.

True Regenerative Air



- TYMCO Sweeper uses get better and stronger and lower dust per operating hour
- TYMCO offers full-time school
- Classes from 10 to 16 weeks included per year
- Weekly class schedule and class operators are available
- Long standing relationships with major schools every day
- Special schools arranged for large groups
- A graduate of school we issue a class



TYMCO is a leader in the industry. We have a long history of providing the best in the industry. Our products are designed to be reliable, durable and easy to maintain. We have a strong commitment to customer service and support. We are a leader in the industry and we are proud to be a part of it.

Convenient Dealer Service Centers

TYMCO has 150+ dealers and service centers in the US. We have a strong commitment to customer service and support. We are a leader in the industry and we are proud to be a part of it.

TYMCO Builds a Model to Fit your Cleaning Needs

TYMCO has a wide range of models to fit your cleaning needs. From the Model 600 to the Model 800, we have a model for every application. We are a leader in the industry and we are proud to be a part of it.

TYMCO REGENERATIVE AIR SWEEPERS are Back Cover MODEL 600, 700, 800, 900, 1000

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Model 600 AIR SWEEPER



Regenerative Air Sweeper

MADE IN WACO, TEXAS, USA



TYMCO Regenerative Air Cleans Deeper*

Early tests show 75% more dirt pickup with over 20 times the air force velocity and the large dust particle are blown into the bottom. A screen at the top of the hopper prevents debris from entering the hopper and entering the secondary dust separator.

The patented centrifugal dust separator spins the air along the curved wall of the chamber with the rotation and centrifugal force. Air is returned to the blower and the debris is blown into the hopper. The secondary dust separator is located in the hopper and is attached to the primary dust separator to further clean the surface again.

The patented dual effect True Air Sweepers feature a dual effect air stream that is 20% more powerful than the standard air stream. This air stream is designed to be reliable, durable and easy to maintain. We have a strong commitment to customer service and support. We are a leader in the industry and we are proud to be a part of it.

The optional Auxiliary Wind Blower is a powerful blower that is used to clean the sides of the road. It is a leader in the industry and we are proud to be a part of it.

The optional Water Washdown System is a powerful system that is used to clean the sides of the road. It is a leader in the industry and we are proud to be a part of it.

The optional High Back Air Suspension Seats are a powerful system that is used to clean the sides of the road. It is a leader in the industry and we are proud to be a part of it.

The optional Remote Controlled Heated Power Mirrors are a powerful system that is used to clean the sides of the road. It is a leader in the industry and we are proud to be a part of it.

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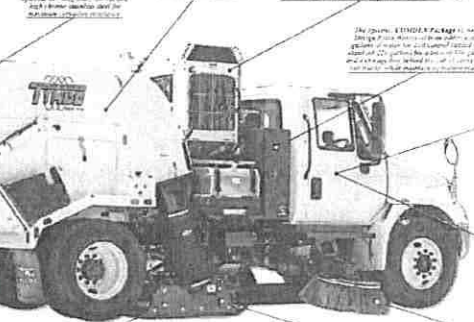
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BlueLogic Control System

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Additional Sweeper Options

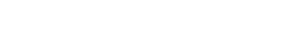
- High Output Water Dust Control System
- Low Pressure Washdown System
- Catch Basin Cleaning Package
- Auto Sweep Interrupt
- Hopper Drain System

- ### Airport Options
- Lateral Air Flow System
 - Cyclone Recovery System
 - Light, Standard and Heavy Duty Magnets

Chassis Features

- Dual Steering with Tilt and Dual Instrumentation Panels
- Excellent Visibility, Maneuverability and Accessibility
- Dual Adjustable High Back Air Suspension Seats
- Remote Controlled Heated Power Mirrors

Multiple Chassis Options

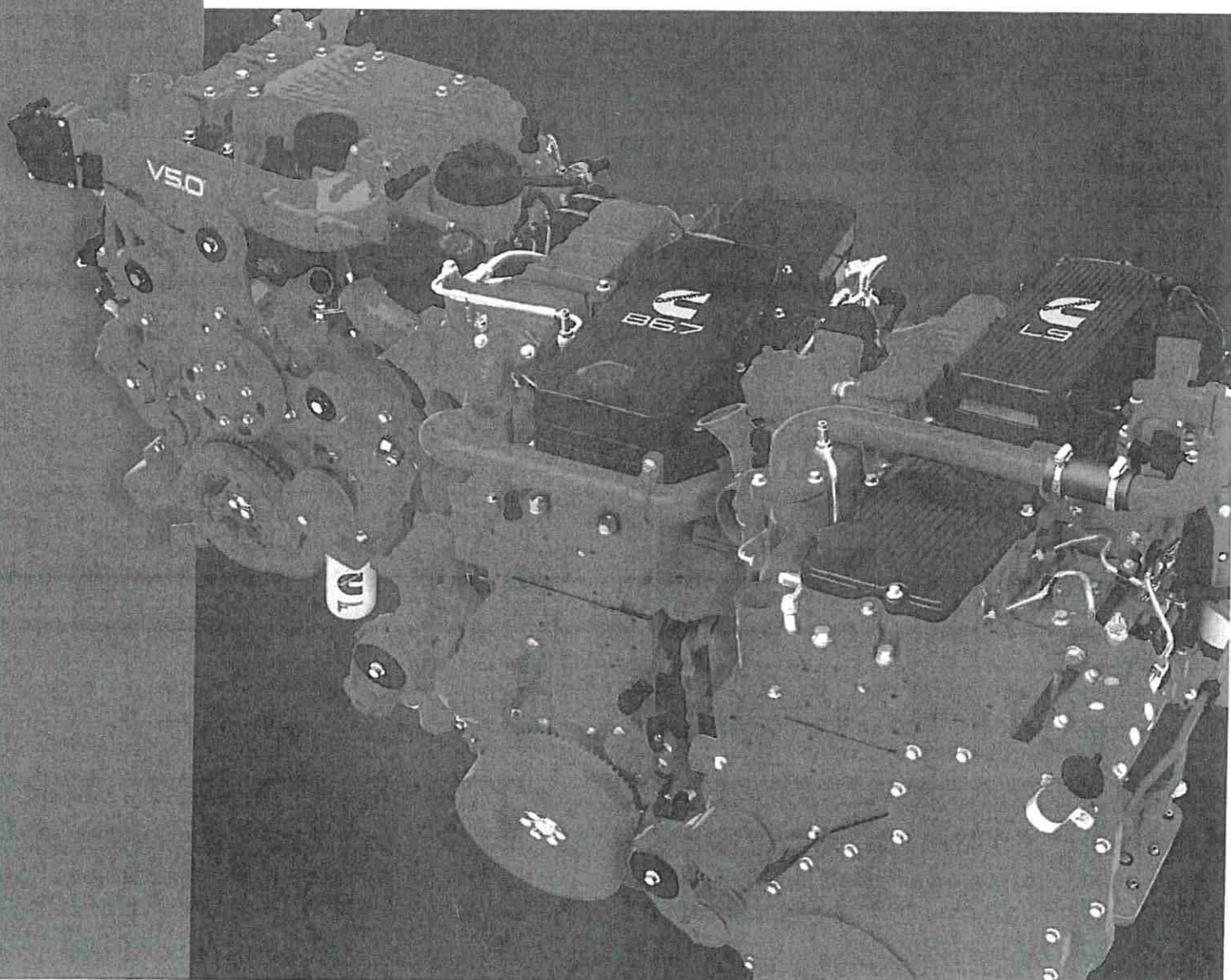


No Grease Pumps • Less Maintenance



Every™ Coverage.

North American Truck Coverages
For 2017 L9™, B6.7™ And V5.0™ Engines.



Every™ Confidence.

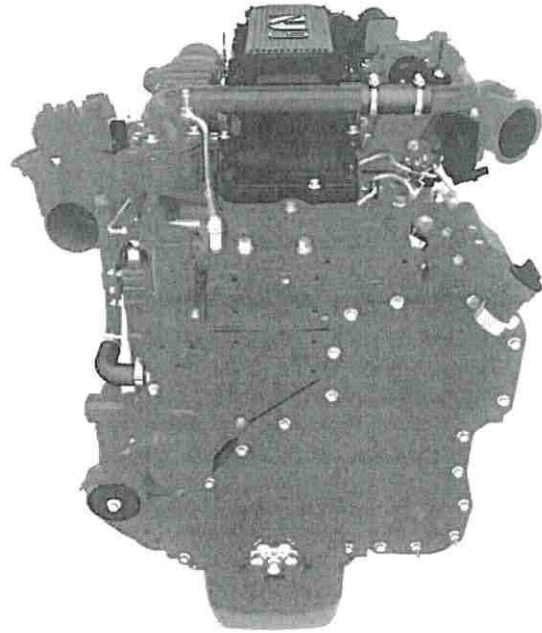
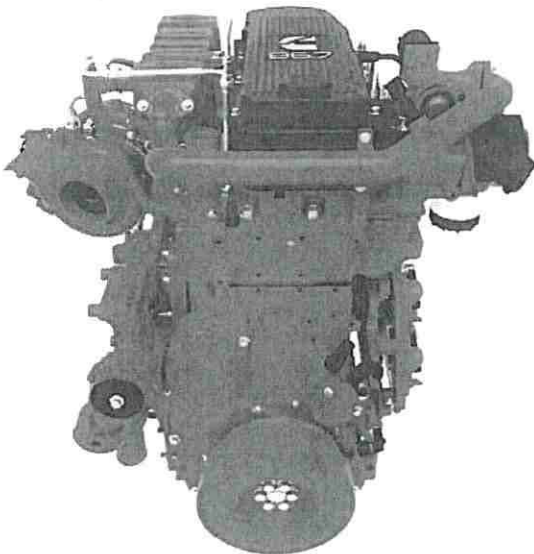
You can have confidence knowing that your Cummins 2017 engine is backed by the total coverage of Cummins Base Warranty and Extended Coverage plans.

Every major component, from the air handling to the exhaust aftertreatment* – including those in the Single Module™ aftertreatment system and Cummins Aftertreatment System – is included under the Base Warranty.

In addition to the Base Warranty, Cummins offers a selection of Extended Coverage plans that provide extra protection for your business against major unexpected repair expenses. These protection plans provide financial peace of mind, insuring you against unforeseen expenses for years to come. And they can be included in the financing of your new truck for just dollars a day.

Cummins Extended Coverage plans are honored at all authorized Cummins service locations and backed by Cummins Care. No matter where your business takes you, you've always got a Cummins-authorized service facility nearby, with over 3,500 locations in North America. So you can be assured that every contingency is covered. Best of all, those facilities will handle every bit of paperwork associated with your warranty repair.

*Does not include air cleaner, intake pipes, exhaust pipes or mounting hardware.



L9 Base Warranty.

The L9 Base Warranty is good for 2 years/250,000 miles (402,336 km), whichever occurs first, and includes virtually everything at no additional cost:

2-Year/250,000-Mile (402,336 km) Coverage

- 100 percent parts and labor on warrantable failures*
- Travel or towing when an engine is disabled by a warrantable failure (from date of delivery through the first year)
- Consumables not reusable due to covered failure
- No deductible
- Includes aftertreatment

*Warrantable failures are those due to defects in Cummins material or factory workmanship.

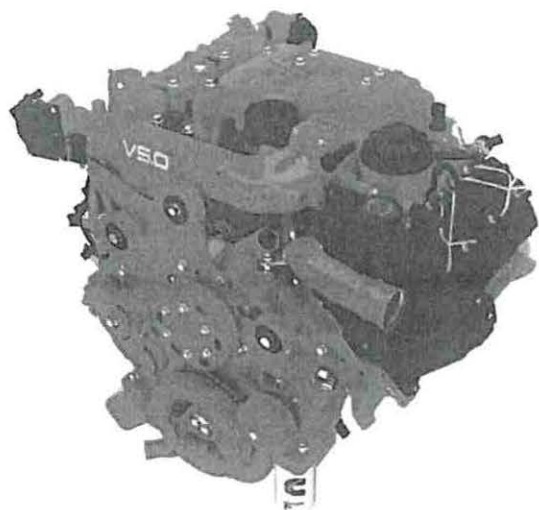
B6.7 Base Warranty.

As part of Cummins commitment to add value for our customers, we've increased the Base Warranty for the market-leading B6.7 by 50 percent in 2017, from 2 years/unlimited mileage to 3 years/unlimited mileage.

3-Year/Unlimited-Mileage Coverage

- 100 percent parts and labor on warrantable failures*
- Travel or towing when an engine is disabled by a warrantable failure (from date of delivery through the duration of the 3-year Base Warranty)
- Consumables not reusable due to covered failure
- No deductible
- Includes aftertreatment

*Warrantable failures are those due to defects in Cummins material or factory workmanship.



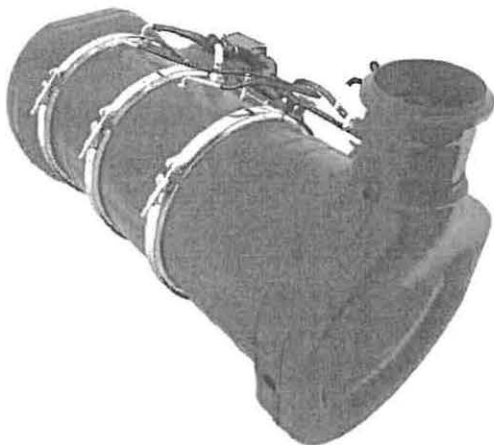
V5.0 Base Warranty

Base Warranty coverage on the Cummins V5.0 extends 2 years from the date of delivery to the first user, with no restrictions on mileage.

2-Year/Unlimited-Mileage Coverage

- 100 percent parts and labor on warrantable failures*
- Travel or towing when an engine is disabled by a warrantable failure (from date of delivery through the first year)
- Consumables not reusable due to covered failure
- No deductible
- Includes aftertreatment

*Warrantable failures are those due to defects in Cummins material or factory workmanship.



Extended Coverage Means Added Security.

A Cummins Protection Plan is the most important travel insurance you can buy. Not only will it protect your business from unexpected expenses, but it will also ensure that you'll always get quality Cummins parts and professional Cummins service. There are two plans to choose from for L9 and B6.7 engines.

Protection Plan 1

Security is knowing that you are protected by comprehensive coverage, with options ranging from 3 to 6 years and 100,000 to 300,000 miles (160,934-482,803 km). Mileage range options may vary by engine and length of coverage. Contact your local distributor for details on your specific engine.

- Internal components and major engine systems including the turbocharger, water pump and fuel injectors and – new for EPA/GHG 2017 – the flywheel, wiring harness, front gear housing and thermostat
- Registered parts and labor on covered failures

Protection Plan 2

Cummins Protection Plan 2 covers you against major repair costs down the road, with registered parts and labor on internal components and – new for EPA/GHG 2017 – the water pump, with your choice of long-term options from 3 to 7 years and 100,000 to 300,000 miles (160,934-482,803 km). Mileage range options may vary by engine and length of coverage. Contact your local distributor for details on your specific engine.

- Internal components, major components and major engine systems, including cooled Exhaust Gas Recirculation (EGR) major components
- Registered parts and labor on covered failures

Aftertreatment Extended Coverage*

Extended coverage is also available for your Single Module aftertreatment system or Cummins Aftertreatment System. Options range from 3 to 5 years and 100,000 to 300,000 miles (160,934-482,803 km). Mileage range options may vary by engine and length of coverage. Contact your local distributor for details on your specific engine.

The coverage includes Cummins-supplied aftertreatment components, including:

- Diesel Oxidation Catalyst (DOC), Diesel Particulate Filter (DPF) and Selective Catalytic Reduction (SCR) assemblies
- Diesel Exhaust Fluid (DEF) dosing system
- Ammonia sensor

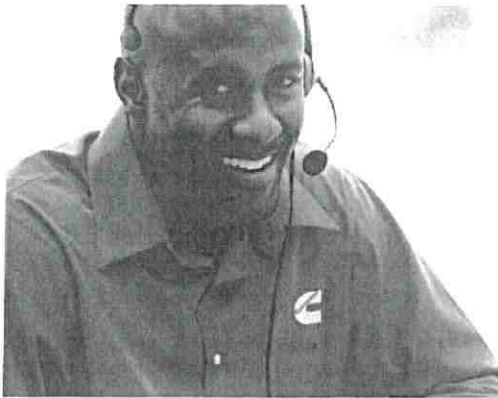
*Protection Plan 1 EPA 2017 of equal duration is required prior to the purchase of the Aftertreatment Extended Coverage.

2017 L9 and B6.7 Extended Coverage Terms*

SCR Assembly	Aftertreatment Extended Coverage**	
Decomposition Reactor		
Mid-Bed Ammonia Sensor		
DPF Assembly		
Fuel Pump		
Air Compressor		
Select Engine Sensors		
Turbo		
Fuel Injectors		
Flywheel		
Wiring Harness	Protection Plan 1	Options are available up to 6 years or up to 300,000 miles (482,803 km)*
Front Gear Housing		
Thermostat		
Water Pump		
EGR Cooler, EGR Valve, EGR Mixer		
Cylinder Head Assembly		
ECM		
Pistons, Rings and Liners		
Lube Oil Cooler Assembly		
Cylinder Block Assembly		
Crankshaft Assemblies	Protection Plan 2	Options are available up to 7 years or up to 300,000 miles (482,803 km)*
Front Gear Cover		
Oil Pan		
Connecting Rod Assembly		
Lube Pump Assembly		
Camshaft Assembly and Bushings		
Brake Housing, Bushings, Rocker Levers, Roller Pin, Roller, Crosshead Pin, Crosshead, Including Mounting Hardware and Gaskets		
Engine Cylinder Block Casting		
Engine Main Bearing Bolts		
Engine Cylinder Head Casting		
Engine Cylinder Head Capscrews		
Engine Crankshaft Forging		
Engine Camshaft Forging		
Cam Follower Housing		
Cam Follower Assemblies		
Engine Connecting Rods and Caps		
Engine Connecting Rod Bolts		
Intake Manifold Castings		
Rocker Lever Housings		
Rocker Lever Assembly		
Gear Train Gears		

* Terms and conditions are subject to change. Mileage range options may vary by engine and length of coverage.

**Protection Plan 1 EPA 2017 of equal duration is required prior to the purchase of the Aftertreatment Extended Coverage.



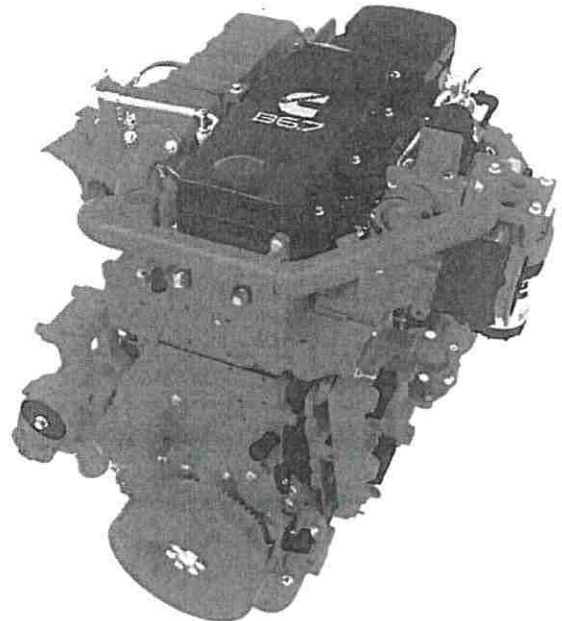
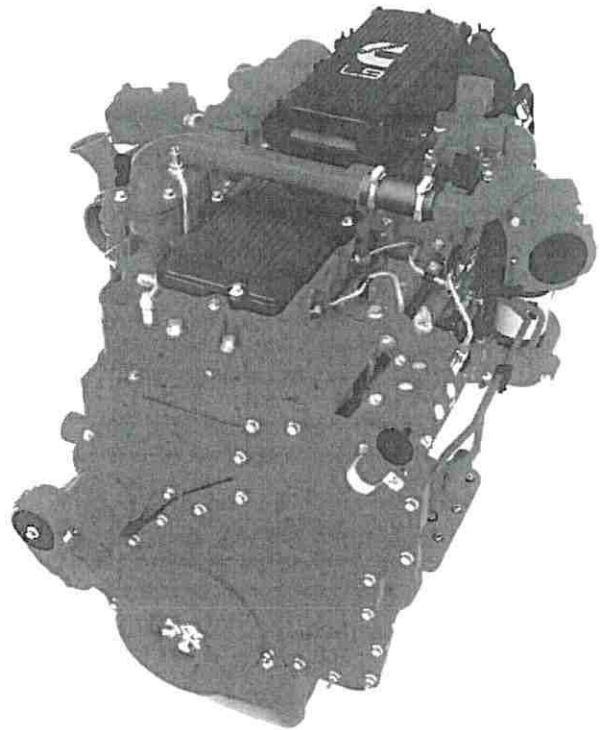
Leave Every Detail To Us.

For complete coverage details, including pricing, contact your local Cummins distributor or OEM dealer.

Ordering Cummins Extended Coverage is easy. Your local Cummins distributor or dealer can handle it for you when you buy your new L9- or B6.7-powered truck, and include it in your financing, or you can buy it separately later on for up to 18 months after your engine purchase*.

If you experience a service need during the coverage period, call Cummins Care toll-free at 1-800-CUMMINS™ (1-800-286-6467). Our Cummins Care representatives are standing by, every hour of every day, and they will check with nearby authorized Cummins distributors and dealers to locate a facility with an available technician and the right diagnostic tools to handle your equipment repair. Your Cummins representative will help get you to the nearest available location – with 3,500 authorized locations, there's sure to be one close by.

Simply show the servicing distributor/dealer your Extended Coverage certificate, and he or she will handle all the necessary paperwork and repairs to get you back on the road as quickly as possible.



*After 12 months, a small administrative fee may be applied.



Cummins Inc.
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Columbus, IN 47202-3005
U.S.A.

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Freightliner (FTL)



Run Smart™

Freightliner Medium Truck Coverage

Description	Coverage	
	Time ¹	Distance ¹
Basic Vehicle	2 Years	Unlimited
Battery	1 Year	100,000 mi/161 000 km
Brightwork	6 Months	Unlimited
Cab Corrosion/Perforation	5 Years	Unlimited
Cab Structure	2 Years	Unlimited
Corrosion	6 Months	Unlimited
Crossmembers	5 Years	Unlimited
Diesel Emission 2010 ²	5 Years	100,000 mi/161 000 km
Drivetrain	2 Years	Unlimited
Frame Rails	5 Years	Unlimited
GHG14 ³ (Light Heavy Duty Trucks)	5 Years	50,000 mi/80 500 km
GHG14 ³ (Medium Heavy Duty to Heavy Heavy Duty Trucks)	5 Years	100,000 mi/161 000 km
GHG14 ³ (Medium Heavy Duty to Heavy Heavy Duty Tractors)	5 Years	100,000 mi/161 000 km
GHG14 ³ Tire	2 Years	24,000 mi/38 400 km
Paint	1 Year	100,000 mi/161 000 km
Paint, Chassis	6 Months	Unlimited
Steer Axle ⁴	2 Years	Unlimited

¹Time or distance, whichever comes first

²Applies to vehicles equipped with EPA 2010 compliant diesel engines.

³Applies to models 2013 and later domiciled in the United States, check actual coverage online for coverage listed as GHG14...".

⁴Steer axle coverage-group applies to glider only.

Warranty Statement & Warranty Coverage Descriptions follow on page two of this document.

The information provided in this document is for general information only and is not offered as customer's warranty.

This coverage may be superseded without notification.

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Warranty Statement

1.00 NEW VEHICLE COVERAGE

The following section outlines Company standard warranty coverages for all Company vehicles, apparatus or chassis or cabs sold and domiciled in the USA (50 states and Washington, D.C.) and Canada. This information is also included in the Operator's Maintenance and Owner's Warranty Information Booklet.

1.01 NEW VEHICLE LIMITED WARRANTY

Under this New Vehicle Limited Warranty ("Warranty"), Company warrants that each new vehicle will be free from defects in material and workmanship that occur under normal use within the applicable warranty period, subject to certain limitations and exclusions as specified in this document.

This Warranty covers all components and parts unless specifically covered by other warranties or otherwise excluded by this document.

1.02 LIMITATIONS

This Warranty does not apply to vehicles that are sold or domiciled outside of the United States (50 states and Washington, D.C.), or Canada.

This Warranty does not apply to engines, Allison or Twin Disc transmissions, tires, or other components or parts that are not manufactured by Company and that are warranted directly by their respective manufacturers. With respect to the foregoing, Company makes no warranty whether express, implied, statutory or otherwise including, but not limited to, any warranty of merchantability or fitness for a particular purpose.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND WHETHER WRITTEN, ORAL, OR IMPLIED INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY SPECIFICALLY EXCLUDES ANY OTHER WARRANTIES OR CONDITIONS PROVIDED FOR BY LAW, WHETHER STATUTORY OR OTHERWISE.

COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE TO REPAIR OR REPLACE, IN COMPANY'S SOLE DISCRETION, ANY DEFECTIVE COMPONENT OR PART. SUCH REPAIR OR REPLACEMENT SHALL BE WITHOUT COST TO PURCHASER WHEN PERFORMED WITHIN THE APPLICABLE WARRANTY PERIOD (TIME, DISTANCE, OR HOUR LIMIT, WHICHEVER OCCURS FIRST).

Purchaser must notify Company within the applicable warranty period, of any failure of the vehicle to comply with this Warranty and Purchaser must, at Purchaser's expense, promptly return the vehicle to an authorized Dealer for inspection and repair or replacement of any defect in material or workmanship occurring within the applicable warranty period.

The vehicle must be maintained and serviced according to the prescribed schedules outlined in the Driver's/Operator's and Maintenance Manuals. Receipted bills and other evidence that required maintenance and service have been performed are required by Company as a condition of this Warranty.

After the Company's obligations under this Warranty expire, all liabilities of Company to Purchaser under this Warranty shall terminate. Repairs made under this Warranty do not constitute an extension of the original Warranty period for the vehicle or for any specific component or part.

To the extent that any provision of this Warranty contravenes the law of any jurisdiction, such provision shall be inapplicable in such jurisdiction, and the remainder of the warranty shall not be affected.

1.03 PURCHASER'S EXCLUSIVE REMEDY

THIS WARRANTY SHALL BE THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST COMPANY, WHETHER IN CONTRACT, UNDER STATUTE (INCLUDING STATUTORY PROVISIONS AS TO CONDITIONS AS TO QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF GOODS SUPPLIED PURSUANT TO THE CONTRACT OF SALE), WARRANTY, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY.

1.04 LIMITATION OF LIABILITY

COMPANY'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE COST TO REPAIR OR REPLACE, IN COMPANY'S SOLE DISCRETION, THE DEFECTIVE COMPONENT OR PART THAT IN NO EVENT SHALL EXCEED THE FAIR MARKET VALUE OF THE VEHICLE AT THE TIME THE DEFECT IS DISCOVERED.

IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, INJURIES TO PERSONS OR DAMAGE TO PROPERTY, LOSS OF PROFITS OR ANTICIPATED PROFITS, OR LOSS OF VEHICLE USE.

Coverage Descriptions

Axles

Coverage includes all factory-installed steer axles; drive axles; tag axles; and pusher axles. Excludes any axle installed by a dealer or body builder.

Drive Axle(s)

Coverage includes axle housing, carrier assembly, differential assembly, power divider, axle shafts, and gaskets and seals. Excludes suspension and torque rod brackets, tie rod ends, wheel end equipment, wiring, yokes, and attaching hardware.

Pusher Axle

A pusher axle is a non-driven, weight-bearing axle that can be raised when not required to bear a portion of the load. Since the pusher axle can be of many different configurations, warranty coverage includes all components included in the individual build specification of each individual application.

Steer Axle

Coverage includes I-beam, steering knuckles, differential on drive steer axle, spindles, kingpins, kingpin bearings and steering arms. Excludes wheel end equipment, tie rod ends, steering linkage components, kingpin bushings, and king pin seals.

Tag Axle

A tag axle is a non-driven, continuous weight-bearing axle. Since the tag axle can be of many different configurations, warranty coverage includes all components included in the individual build specification of each individual application.

Battery

Only Freightliner LLC's private brand-label (Alliance Brand Parts, Mopar (Sterling Bullet only), and Furukawa (STL360 Model only) batteries will be warranted. Any other brand of battery is excluded from Company coverage. Claims for all other brands must be submitted directly to the supplier. Warranty coverage includes the battery assembly only.

Basic Body

Coverage includes body emergency lighting and controls; hinged and rollup compartment doors; body trim; body lighting and controls; body electrical systems.

Basic Chassis

Coverage includes all factory-installed components of the vehicle/chassis that are not excluded elsewhere in the warranty, or by special agreement or described as having a different time, or distance or hours, or listed separately on each new vehicle warranty coverage chart.

Basic Vehicle

Coverage includes all factory-installed components of the vehicle/chassis that are not excluded elsewhere in the warranty, or by special agreement or described as having a different time or distance, or listed separately on each new vehicle warranty coverage chart.

Body Electrical

Coverage includes body wiring harness(es) only.

Body Structure

Coverage includes compartments and body panels; hinged compartment doors; fire pump closure; body frame and sub-frame, if applicable. Excludes surface corrosion caused by chips or scratches.

Body Structure and Corrosion

Coverage includes compartments and body panels; hinged compartment doors; fire pump closure; body frame and sub-frame, if applicable. Excludes surface corrosion caused by chips or scratches.

Brightwork

Coverage includes all factory-installed components with chrome, polished aluminum, or polished stainless steel surfaces. Excludes any damage to bumper, backside of bumpers, and concealed or inner surfaces.

Cab Corrosion/Perforation

Coverage is limited to rust-through or perforation of the cab and integral sleeper structure and sleeper box (if applicable) due to corrosion from within. Excludes all conditions of rust or corrosion that has not resulted in rust-through or perforation as well as surface rust or corrosion caused by non-adhesion. Excludes any damage to the paint such as chips or scratches.

Cab Structure

Coverage includes cab and integral sleeper structural components, structural components of factory installed sleeper boxes (if applicable), sheet metal panels, doors, and hoods. Excludes all bolt-on components including door and hood hinges, latches, guides, and other mounting hardware.

Corrosion

Coverage provides warranty against corrosion to any metal or metal alloy part of the vehicle. Rust or corrosion to specific components and/or caused by certain conditions are excluded from all Company warranty coverage and will not be paid under Basic Vehicle, Cab Structure, Cab Corrosion, or Aftermarket Parts Warranty. Exclusions to corrosion warranty include, but are not limited to, the following:

- Corrosion caused by general rust (for example, rust on the unfinished backside of a bumper)
- Surface rust caused by chips or scratches in the paint or chrome surfaces
- Corrosion caused by high-pressure washing, severe wash solutions, cleaning solvents, detergents, compounds
- Corrosion caused by salinity in the environment or corrosive salts and/or chemicals used on the road surface
- Corrosion caused by acid rain or other industrial fallout
- Corrosion due to improper prevention measures during storage or use

- Corrosion or rust on tone rings, rotors or drums (rotor exclusion does not apply to hydraulic discs with Magna-Coat Rotors)

- Corrosion due to environmental damage (including ocean spray), airborne fallout (includes chemicals, tree sap, etc.), or other atmospheric conditions or other acts of nature

- Corrosion due to improper use, misuse or abuse, negligence, including improper or insufficient maintenance

Cowl Corrosion/Perforation

Coverage is limited to rust-through or perforation of the cowl due to corrosion from within. Excludes all conditions of rust or corrosion that have not resulted in rust-through or perforation as well as surface rust or corrosion caused by non-adhesion. Excludes any damage to the paint such as chips or scratches.

Cowl Structure

Coverage includes cowl structural components, sheet metal panels, and hood. Excludes all bolt-on components including hood hinges, latches, guides, or other mounting hardware.

Crossmembers

Coverage includes crossmembers, gussets, and huck-mounting bolts that attach gussets to crossmembers and gussets/crossmembers to frame rails. Excludes any bolt-on item attached with either conventional or huck bolts.

Driveline

Coverage includes driveshaft tubing, U-joints, yokes, support bearings, and splines.

Drivetrain

Coverage includes transmission (except Allison transmissions) steer axle(s), drive axle(s), and transfer case. Excludes tag axle(s), pusher axle(s), driveline, and U-joints.

Frame Rails

Coverage is limited to breaking or cracking of factory installed frame rails, frame rail liners, frame rail extensions, and any item(s) factory welded to them. Excludes all bolt-on items regardless if attached with conventional or huck bolts.

Glider

An incomplete vehicle which may be ordered with or without engine and/or major drive train components; warranty coverage includes all components as specified in the specific build specification.

Off Road On-Site Assistance

Coverage is exclusively available for off road vehicles that are prohibited from use on public streets. If this coverage is provided, it will be specifically included in the coverage table as a separate category. Coverage includes on-site assistance and/or equipment transportation to the nearest authorized repairing location for a Daimler Trucks North America LLC warrantable repair.

Paint (Body, Cab, & Cowl)

Paint coverage excludes lack-of-gloss issues on vehicles painted with low-gloss colors; the underside of hoods and roof and side mounted air fairings; and any damages to the paint or painted surface such as chips and scratches.

Body Paint

Coverage includes all factory-painted exterior body surfaces. Warranted against orange peel, peeling/delaminating; cracking or checking; or loss of gloss due to cracking, checking or hazing.

Cab Paint

Coverage includes all factory-painted exterior surfaces (except those included in chassis paint coverage). Warranted against orange peel, peeling or delaminating; cracking or checking; or loss of gloss due to cracking, checking or hazing.

Cowl Paint

Coverage includes all factory-painted exterior surfaces of cowl structure (except those included in chassis paint). Warranted against orange peel; peeling or delaminating; cracking or checking; or loss of gloss due to cracking, checking or hazing.

Paint, Chassis (Chassis Paint)

Coverage includes all factory painted surfaces on frame rails, crossmembers/gussets, front and rear bumpers, suspension components, power train components, drivelines, fuel tanks, air tanks, wheel end equipment, tool boxes, battery boxes, access steps, and attaching brackets and hardware. Warranted against peeling or non-adhesion. Excludes U-joints and any damages to the paint or painted surface such as chips and scratches.

Towing/Roadside Assistance

Coverage includes roadside assistance or towing (to the nearest authorized repair location) for a Daimler Trucks North America LLC warrantable repair in a vehicle-down situation that prevents the safe and lawful operation of the vehicle. If this coverage is provided, it will be specifically included in the coverage table as a separate category.

Transfer Case Assembly

Coverage includes housing and all internally lubricated parts.

Transmission

Coverage includes housing and all internally lubricated parts, electric/air shift/control units, valves, gaskets, and seals. Excludes broken synchronizer pins, PTOs, transfer case(s), airlines, gauge senders, yoke(s), clutch and clutch control components including clutch brake. Excludes Allison automatic transmissions and Twin Disc Automatic Transmissions

Wheel End Equipment

Coverage includes brake components, wheels, hubs, drums, rotors, wheel seals/ bearings, slack adjusters, and attaching hardware.

WARRANTY STATEMENT & COVERAGE DESCRIPTIONS

Effective: 4/12/2013

Other exclusions may apply. See "Daimler Trucks North America LLC Warranty Coverage Exclusions" for more information regarding applicable exclusions to coverages. The information provided in this document is for general information only and is not offered as customer's warranty. This coverage may be superseded without notification. Copyright © Daimler Trucks North America LLC. All rights reserved. Daimler Trucks North America LLC is a Daimler company.

Page 2 of 2



REGENERATIVE AIR SWEEPER® WARRANTY

TYMCO REGENERATIVE AIR SWEEPERS ("TYMCO Product") are warranted to be free from defective materials and workmanship for a period of 12 months or 1,000 hours from date of delivery and such period being hereinafter referred to as "warranty period." It is the sole responsibility of the dealer in whose territory the TYMCO Products are used, with respect to the warranty period to replace, free of charge, F.O.B. Waco, Texas, any original TYMCO part or parts which may prove to be defective due to defective workmanship or materials within the warranty period. This warranty does not apply to instances where there has been use of unauthorized parts or changes to the TYMCO Product, whether done voluntarily or by incompetence, carelessness, negligence, accident or need of attention upon the part of the purchaser, agents, employees or other parties.

This warranty shall not cover normal maintenance and adjustments, and shall not include, nor shall Seller or TYMCO be liable or responsible for, material for normal wear and usage.

TYMCO reserves the right to change the design and construction of the TYMCO Product when, in its sole discretion, any such change represents an improvement to the TYMCO Product.

All non-Tymco purchased equipment and accessories are subject to that manufacturer's guarantee to the extent that such guarantee may apply and are not subject to this warranty nor to any implied warranty by TYMCO or the Seller.

THIS WARRANTY BY TYMCO AND/OR SELLER IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER TYMCO NOR SELLER SHALL BE LIABLE FOR ANY DAMAGES OF ANY KIND OR NATURE, WHETHER DIRECT OR INDIRECT, INCIDENTAL OR CONSEQUENTIAL WITH RESPECT TO THE SALE, USE OR PURCHASE OF THE TYMCO PRODUCT. FURTHER, NEITHER TYMCO NOR SELLER SHALL BE LIABLE FOR ANY DAMAGES BY REASON OF LOSS OF PRODUCTION, DOWN TIME, LOSS OF PROFITS OR LOSS OF INCOME ARISING FROM ANY REASON WHATSOEVER.

NO PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTIES OR TO ASSUME ANY OTHER LIABILITY ON TYMCO'S BEHALF UNLESS MADE IN WRITING BY TYMCO, AND NO PERSON IS AUTHORIZED TO GIVE ANY WARRANTIES OR TO ASSUME ANY LIABILITIES ON THE SELLER'S BEHALF UNLESS MADE IN WRITING BY THE SELLER.

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.



STAINLESS STEEL HOPPER LIFETIME WARRANTY OPTION LIFETIME LIMITED WARRANTY STATEMENT

TYMCO, Inc. warrants to the original owner of a TYMCO Model 600 Regenerative Air Sweeper, purchased with a Stainless Steel Hopper, the following:

TYMCO will repair or replace, at its sole discretion, a Model 600 Hopper weldment that has failed due to defective materials, poor workmanship, rust, corrosion, or faulty manufacture. This warranty does not cover damage due to negligence, excessive abuse, improper operation, or improper maintenance procedures. Additionally, this warranty does not cover internal components such as screens, dust separator, suction inlet or wear liners and other removable components.

This warranty is not transferable.

EXHIBIT C



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I
SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II
CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

**EXHIBIT D
WAGE REQUIREMENTS**

By signing this Contract, Bidder certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

A. Living Wages. This Contract is subject to the City's Living Wage Ordinance (LWO), codified in San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

1. Payment of Living Wages. Pursuant to San Diego Municipal Code section 22.4220(a), Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the required minimum hourly wage rates and health benefits rate unless an exemption applies.

1.1 Copies of such living wage rates are available on the City website at <https://www.sandiego.gov/purchasing/programs/livingwage/>. Bidder and its subcontractors shall post a notice informing workers of their rights at each job site or a site frequently accessed by covered employees in a prominent and accessible place in accordance with San Diego Municipal Code section 22.4225(e).

1.2 LWO wage and health benefit rates are adjusted annually in accordance with San Diego Municipal Code section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year.

2. Compensated Leave. Pursuant to San Diego Municipal Code section 22.4220(c), Bidder and its subcontractors shall provide a minimum of eighty (80) hours per year of compensated leave. Part-time employees must accrue compensated leave at a rate proportional to full-time employees.

3. Uncompensated Leave. Bidder and its subcontractors must also permit workers to take a minimum of eighty (80) hours of uncompensated leave per year to be used for the illness of the worker or a member of his or her immediate family when the worker has exhausted all accrued compensated leave.

4. Enforcement and Remedies. City will take any one or more of the actions listed in San Diego Municipal Code section 22.4230 should Bidder or its subcontractors be found to be in violation of any of the provisions of the LWO.

5. Payroll Records. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City.

5.1 For contracts subject to both living wage and prevailing wage requirements, only one submittal will be required. Submittals by a Bidder and all subcontractors must comply with both ordinance requirements.

6. Certification of Compliance. San Diego Municipal Code section 22.4225 requires each Bidder to fill out and file a living wage certification with the Living Wage Program Manager within thirty (30) days of Award of the Contract.

7. Annual Compliance Report. Bidder and its subcontractors must file an annual report documenting compliance with the LWO pursuant to San Diego Municipal Code section 22.4225(d). Records documenting compliance must be maintained for a minimum of three (3) years after the City's final payment on the service contract or agreement.

8. Exemption from Living Wage Ordinance. Pursuant to San Diego Municipal Code section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Bidder must complete the Living Wage Ordinance Application for Exemption.

EXHIBIT E

Contractor shall comply with the following:

A. 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.

B. 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.

C. BUY AMERICAN PREFERENCE

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

1. CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification

statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

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

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

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - To faithfully comply with providing U.S. domestic products.
 - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
 - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 - d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
 - e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

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

- a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

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

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

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

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

04/16/2021

Date

Ronald Rowe
Signature

Mar-co Equipment Company

Company Name

Sales Representative

Title


2. Certificate of Buy American Compliance for Manufactured Products

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

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

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

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

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

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

Required Documentation

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


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

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

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

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

04/16/2021
Date
Mar-co Equipment Company
Company Name


Signature
Sales Representative
Title

D. GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

E. Title VI Solicitation Notice:

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

F. Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation

Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

G. Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act

of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

H. 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 § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

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

I. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

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

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the

case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

J. COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

K. DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is

attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the

Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in

providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

L. CERTIFICATION OF OFFERER/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.

1. 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 verify 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 Offerer /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.

M. 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 \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

N. ENERGY CONSERVATION REQUIREMENTS

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

O. SOLICITATION CLAUSE

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

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.

P. 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.

Q. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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.

R. 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.

S. CERTIFICATION OF OFFERER/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 () 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 U.S.C. § 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.

T. TERMINATION

1. TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

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

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

Owner agrees to pay Contractor for:

- 1) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 2) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- 3) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- 4) reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

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

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

2. Termination for Default (EQUIPMENT)

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

1. Fails to commence 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.

U. 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 Section 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.

V. 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.

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A*.

A. BID/PROPOSAL/SOLICITATION TITLE:

INVITATION TO BID (ITB) AIRPORT SWEEPER AND REGENERATIVE AIR
SWEEPER FOR MONTGOMERY GIBBS EXECUTIVE AIRPORT
SOLICITATION NUMBER: 10089801-21-F

B. BIDDER/PROPOSER INFORMATION:

<u>Marco Industries, Inc.</u>	<u>Mar-co Equipment Company</u>		
Legal Name		DBA	
<u>130 Atlantic Street</u>	<u>Pomona</u>	<u>CA</u>	<u>91768</u>
Street Address	City	State	Zip
<u>Ron Rowe - Sales Rep</u>	<u>909-594-9493</u>	<u>909-594-7436</u>	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Richard S. Butler President
Name Title/Position
Laguna Niguel, CA
City and State of Residence Employer (if different than Bidder/Proposer)
50% - the percentage ownership interest in corporation that will receive funds from transaction
Interest in the transaction

Linda M. Butler Treasurer
Name Title/Position
Laguna Niguel, CA
City and State of Residence Employer (if different than Bidder/Proposer)
50% - the percentage ownership interest in corporation that will receive funds from transaction
Interest in the transaction

Ron Rowe Sales Representative
Name Title/Position
Pomona, CA
City and State of Residence Employer (if different than Bidder/Proposer)
zero percent - submitting/preparing documents for purposes on contracting with the City
Interest in the transaction

Bryan Saunders Sales Manager
Name Title/Position
Chino Hills, CA
City and State of Residence Employer (if different than Bidder/Proposer)
zero percent - directing or supervising
Interest in the transaction

Greg Bennett General Manager
Name Title/Position
Yorba Linda, CA
City and State of Residence Employer (if different than Bidder/Proposer)
zero percent - directing or supervising
Interest in the transaction

Name Title/Position
City and State of Residence Employer (if different than Bidder/Proposer)
Interest in the transaction

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five ten (5) years, has your firm changed its name?
 Yes No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
 Yes No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
 Yes No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: 10/12/1972 State of incorporation: California

List corporation's current officers: President: Richard S. Butler
Vice Pres: _____
Secretary: Richard S. Butler
Treasurer: Linda M. Butler

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: Yes No

If **Yes**, after what date: 10/12/1972

Is your firm a publicly traded corporation? Yes No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
 Yes No

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
 Yes No

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Bank of America

Point of Contact: Julius Santiago

Address: 444 S. Garvey Ave., Pomona CA 91766

Phone Number: 909-942-4055

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: B20120024313 Year Issued: 2012
Current Effective Date: 02/01/2021

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If Yes, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: _____

City of Pasadena

Contact Name and Phone Number: Gabriel Silva - 626-744-4148
Contact Email: gsilva@cityofpasadena.net
Address: 100 N. Garfield Ave, Pasadena, Ca 91101-1726
Contract Date: June 8, 2020
Contract Amount: \$ 735,896.70
Requirements of Contract: (2) TYMCO 600 sweepers

Company Name: County of San Bernardino Airport
Contact Name and Phone Number: Nicholas Persson
Contact Email: npersson@sairport.com
Address: 264 S. Leland Nortan Way, San Bernardino, 92408
Contract Date: July 6, 2018
Contract Amount: \$ 240,984.00
Requirements of Contract: (1) TYMCO 600

Company Name: County of San Bernardino
Contact Name and Phone Number: Matt Duran (909) 289-1579
Contact Email: Matt.Duran@dpw.sbcounty.gov
Address: 825 E. Third street 6A
Contract Date: August 12th, 2019
Contract Amount: \$ 283,000.00
Requirements of Contract: (2) TYMCO 500X

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes No

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

Yes No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes No

Certification # _____

3. Are you certified as any of the following:

a. Disabled Veteran Business Enterprise Certification # _____

b. Woman or Minority Owned Business Enterprise Certification # _____

c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? Yes No If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Not Applicable

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Not Applicable

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.


M. TYPE OF SUBMISSION: This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated _____.

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

<u>Ronald Rowe / Territory</u>	<u></u>	<u>4-16-2021</u>
Print Name, Title <i>manager</i>	Signature	Date

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

Contractors must submit the required EOCP documentation indicated below with their bids. Contractors who fail to provide the required EOCP documentation are considered non-responsive.

II. Definitions.

Commercially Useful Function: a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether a SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, a SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

Disabled Veteran: Disabled Veteran Business Enterprise (DVBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Local Business Enterprise (LBE): a business that has both a principle place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

Minority Business Enterprise (MBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

Other Business Enterprise (OBE): any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

Principle Place of Business: a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of its gross annual receipts.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City Manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Women Business Enterprise (WBE): a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

III. Disclosure of Discrimination Complaints.

As part of its bid, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

IV. Workforce Report and Equal Opportunity Outreach Plan.

- A. Work Force Report. Contractors shall submit with their bid a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

V. Small and Local Business Program Requirements.

The City has adopted a Small and Local Business Preference Program for goods and services contracts. The SLBE requirements are set forth in Council Policy 100-10. For goods, services, and consultant contracts in which the Purchasing Agent is required to advertise for sealed bids in the City's official newspaper:

- A. The City shall apply a bid discount in the way of:
 - a. Five percent (5%) discount off the bid price for SLBE or ELBE prime contractors; or
 - b. Five percent (5%) discount off the bid price for prime contractors achieving the voluntary goal of twenty percent (20%) for SLBE or ELBE subcontractor participation set forth in Subsection B below.

The discount will not apply if an award to the discounted bidder would result in a total contract cost of \$50,000 in excess of the low, non-discounted bid. In the event of a tie between a discounted bidder and non-

discounted bidder, the discounted bidder will be awarded the contract. The discount shall be taken off the total contract value, including contract option years.

- B. Include a voluntary subcontractor participation requirement of 20% of the total bid price for SLBE or ELBEs.

VI. Maintaining Participation Levels.

- A. Bid discounts are based on the bidder's level of participation proposed prior to the award of the goods, services, or consultant contract. Bidders are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the bidder shall make reasonable efforts to maintain the SLBE or ELBE participation for which the bid discount was awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Bidder shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Bidder's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

VII. Certifications.

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the ITB. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

VIII. List of Attachments.

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: Mar-co Equipment Company

Certified By Ron Rowe Title Sales Representative

Name



Date 04/16/2021

Signature

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Marco Industries, Inc.

ADA/DBA: Mar-co Equipment Company

Address (Corporate Headquarters, where applicable): 130 Atlantic Street

City: Pomona County: Los Angeles State: CA Zip: 91768

Telephone Number: 909-594-9493 Fax Number: 909-594-7436

Name of Company CEO: Richard S. Butler

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: None

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: Distributor Type of License: Business

The Company has appointed: Richard S. Butler

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 130 Atlantic Street, Pomona CA 91768

Telephone Number: 909-594-9493 Fax Number: 909-594-7436 Email: info@marcoequip.com

- One San Diego County (or Most Local County) Work Force - Mandatory
 Branch Work Force *
 Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Mar-co Equipment Company
(Firm Name)

Los Angeles, California hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this 16th day of April, 2021


(Authorized Signature)

Ron Rowe
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Mar-co Equipment Company DATE: 04/16/2021

OFFICE(S) or BRANCH(ES): 130 Atlantic St, Pomona CA 91768 COUNTY: Los Angeles

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
	Management & Financial			1	1							4		
Professional														
A&E, Science, Computer														
Technical														
Sales			3								3			
Administrative Support				2							1	1		
Services	1		3								3			
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	1		7	3							11	1		
--------------------	---	--	---	---	--	--	--	--	--	--	----	---	--	--

Grand Total All Employees 23

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: Mar-co Equipment Company DATE: 4-23-2021
 OFFICE(S) or BRANCH(ES): Pomona COUNTY: Los Angeles

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column

Grand Total All Employees

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1,3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons
Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers
Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers
Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst
Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers
First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade
Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

**LIVING WAGE ORDINANCE
 CERTIFICATION OF COMPLIANCE**
 REQUIRED BY SAN DIEGO MUNICIPAL CODE §22.4225(c)

COMPANY INFORMATION

Company Name: Marco Equipment
 Company Address: 130 Atlantic Street, Pomona, CA 91768
 Company Contact Name: Ronald Rowe Contact Phone: 909-524-8260

CONTRACT INFORMATION

Contract Number (if no number, state location): 10089801-21-F Start Date: 4-20-2021
 Contract Title (or description): Airport Sweeper End Date: 4-20-2023
 Purpose/Service Provided: Airport Sweeping / Parts

TERMS OF COMPLIANCE

A contractor or subcontractor working on or under the authority of an agreement subject to the Living Wage Ordinance [LWO] must comply with all applicable provisions of the LWO unless specifically approved for an exemption. Basic requirements of the LWO are:

- (a) Pay covered employees the current fiscal year hourly wage rate;
- (b) If any lesser amount is applied toward the health benefits rate, add this difference to the hourly wage rate as cash;
- (c) Provide minimum of 80 compensated leave hours per year for illness, vacation, or personal need at the employee's request and permit 80 additional unpaid leave hours for personal or family illness when accrued compensated leave hours have been used;
- (d) Annually distribute a notice with the first paycheck after July 1 to inform all covered employees of LWO requirements, their possible right to Federal Earned Income Tax Credit, and possible availability of health insurance coverage under the Affordable Care Act;
- (e) Prohibit retaliation against any covered employee who alleges noncompliance with the requirements of the LWO;
- (f) Permit access for authorized City representatives to work sites and records to review compliance with the LWO;
- (g) Maintain wage and benefit records for covered employees for 3 years after final payment;
- (h) Perform at least fifty percent (50%) of the work with its own employees; and
- (i) File a Living Wage Ordinance Certification of Compliance with the City within 30 days of becoming a covered employer.

If a subcontractor fails to submit this completed form, the prime contractor may be found in violation of the LWO for failure to ensure its subcontractor's compliance. This may result in a withholding of payments or termination of the agreement.

CONTRACTOR CERTIFICATION

By signing, the contractor certifies under penalty of perjury under laws of the State of California to comply with the requirements of the Living Wage Ordinance.

<u>Ronald Rowe</u> Name of Signatory	<u>Territory Manager</u> Title of Signatory
<u>[Signature]</u> Signature	<u>4-23-2021</u> Date

FOR OFFICIAL CITY USE ONLY

Date of Receipt: _____ LWO Analyst: _____ Contract Number: _____



COMPANY CONFIDENTIAL/PROPRIETARY INFORMATION

Memorandum

To: Los Angeles Airports District Office (FAA Decision Authority), ADO for Montgomery Gibbs Executive Airport

Through: Montgomery Gibbs Executive Airport, San Diego, CA (Sponsor Airport)

Through: Mar-Co Equipment Company (Bidder), Attn: Bryan Saunders

✓ From: TYMCO, Inc (Manufacturer), Attn: Joe Fulbright joe.fulbright@tymco.com 254-799-5546

*J27
4/29/2021*

Reference: Buy American Type 3 Waiver Request for a Power Vacuum Sweeper for FOD

Date: April 29, 2021

TYMCO, Inc. respectfully requests a Type 3 Waiver to the Buy American Preference for the sale of one Power Vacuum Sweeper for FOD to the San Diego Montgomery Gibbs Airport using FAA Airport Improvement Program funding.

TYMCO cannot comply with the 100 % Buy American Preference of 49 USC § 50101(a), however we request a Type 3 Waiver under 49 USC § 50101(b). Like most US sweeper companies, TYMCO uses a John Deere engine to power the sweeper. Unfortunately, the John Deere engine is assembled in Mexico, creating an obstacle to providing a 100% US origin product. Our chassis, the Freightliner M2, has a nationwide waiver, however we included US and Other Content percentages in our worksheet for full disclosure. Freightliner states that their US Content is "greater than 65%" with Other Content at "less than 35%". We have used these numbers in order to make a conservative determination of the US Content. Without the Freightliner M2, the US Content improves to 73.53% and the Other Content drops to 26.47%.

As shown in attachment 1, Buy American Content Percentage Calculation Worksheet, the TYMCO Model 600 Sweeper mounted on a Freightliner M2 chassis is greater than 60% US content, as required for a Type 3 Waiver. Further, all structural steel is 100% US origin. Final Assembly, along with the entire manufacture and assembly of the TYMCO Sweeper Body, occurs at the TYMCO factory in Waco, Texas. Furthermore, the addition of any or all of the quoted optional items will only increase the Us content.

The TYMCO Model 600 Sweeper Body is mounted onto a Freightliner M2 chassis as the final assembly step in the manufacture of this sweeper unit. This final assembly occurs at our factory at 225 East Industrial Boulevard in Waco, Texas. As shown in attachment 1, "Buy American Content Percentage Calculation Worksheet", the **overall US content is 69.42%**. The **Other Content Percentage: 30.58%**.

We respectfully request a Type 3 Waiver to the Buy American Preferences and stand ready to address any questions that you may have. Thank you for your consideration.

- Attachments:
1. Buy American Content Percentage Calculation Worksheet (1.a), with US Customs Form 434 (1.b) and Freightliner Notice of Us Content (1.c).
 2. Buy American Product Final Assembly Questionnaire

COMPANY CONFIDENTIAL/PROPRIETARY INFORMATION

-CONFIDENTIAL-

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION #4 OF THE FREEDOM OF INFORMATION ACT

Buy American Content Percentage Calculation Worksheet

Company Name: **TYMCO, Inc**

Date: **04/29/2020**

Address: **225 East Industrial Boulevard, Waco, TX 76705**

Point of Contact: **Joe Fulbright**

Telephone: **254-799-5546**

Fax: **254-799-2722**

E-mail: joe.fulbright@tymco.com

Product Structure: Multi-Level Bill of Materials (through level 2 only)

FAA Eligible Item: Power Vacuum Sweeper for FOD for San Diego Montgomery Gibbs Airport **FAA Item Number (if applicable):** N/A

US Content % (attach Certificate of Origin, US Customs Form 434, if applicable): **69.42%**

Other (%): **30.58%**

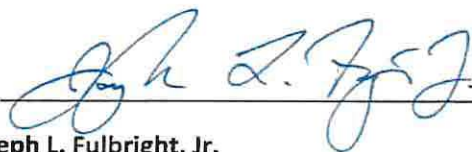
Excluding the Freightliner M2 Chassis with the Nationwide Waiver, the values improve to:

US Content: **73.53%** Other Content: **26.47 %**

Address of Final Assembly Location: **225 East Industrial Boulevard, Waco, TX 76705**

The undersigned certifies that this information is true and accurate to the best of their knowledge. A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126. Signatory has the burden of proof to establish compliance.

Signature: _____



Name: **Joseph L. Fulbright, Jr.**

TYMCO ATTACH 1a
JLF

TYMCO Equivalent to FAA Form 5100-136 (9/19) as directed by FAA Order 5100.38D, AIP Handbook, Table X-2 for Type III Waiver, Item (1)

Instruction: Items listed in Federal Acquisition Register Part 25.104 may be counted as US Origin but should include a note stating the item is exempt in 25.104.

Level Codes: Level 0 is the final product; Level 1 is a component; Level 2 is a sub-component.

Level (0, 1, 2)	Part Number	Item Description	Quantity Per Unit	Unit of Measure	Percentage of Total Item	US Origin Percentage of Total Item	US Origin Percentage of Line Entry	Other Percentage of Total Item	Other Percentage of Line Entry
0	600-FL	TYMCO Model 600 Sweeper mounted on a Freightliner Chassis	1	each	100%	69.42%	69.42%	30.58%	30.58%
1	FL-M2	Freightliner M2-106 truck chassis with a Cummins engine – See Note	1	each	48.24%	31.36%	>65.00%	16.88%	<35.00%
1	600	TYMCO Model 600 base sweeper unit with options, ready to mount	1	each	51.76%	38.06%	73.53%	13.70%	26.47%
2	600 w/o PWRU	TYMCO 600 sweeper body w/o power unit assy or special options	1	each	30.11%	30.11%	100%	0%	0%
2	JD-4045T	John Deere FT IV engine w/o emission equipment or accessories	1	each	13.70%	0%	0%	13.70%	100%
2	PWRU-ACC	Power Unit Accessories and emissions for John Deere 4045T	1	each	6.07%	6.07%	100%	0%	0%
2	600-OPT	Special options to meet the spec such as tires, wheels, radio, etc	1	each	1.88%	1.88%	100%	0%	0%

Note: The Freightliner M2 is on the current FAA Nationwide Buy America Waivers Issued list, and therefore is exempt from detailed calculations

Removing the Freightliner M2 entry (see 2nd row in table above), would yield a “US Origin Percentage” of 73.53%, and an “Other Percentage” of 26.47%.

-CONFIDENTIAL-

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION #4 OF THE FREEDOM OF INFORMATION ACT

DEPARTMENT OF HOMELAND SECURITY
U.S. Customs and Border Protection

OMB No. 1651-0098
Exp. 04-30-2020

**NORTH AMERICAN FREE TRADE AGREEMENT
CERTIFICATE OF ORIGIN**

19 CFR 181.11, 181.22

1. EXPORTER NAME, ADDRESS AND EMAIL TYMCO, Inc 225 East Industrial Blvd Waco, TX 76705 joe.fulbright@tymco.com		2. BLANKET PERIOD				
TAX IDENTIFICATION NUMBER: 741693738		FROM (mm/dd/yyyy) 04/28/2021				
3. PRODUCER NAME, ADDRESS AND EMAIL TYMCO, Inc 225 East Industrial Blvd Waco, TX 76705 joe.fulbright@tymco.com		TO (mm/dd/yyyy)				
TAX IDENTIFICATION NUMBER: 741693738		4. IMPORTER NAME, ADDRESS AND EMAIL				
TAX IDENTIFICATION NUMBER: 741693738		TAX IDENTIFICATION NUMBER:				
5. DESCRIPTION OF GOOD(S)	6. HS TARIFF CLASSIFICATION NUMBER	7. PREFERENCE CRITERION	8. PRODUCER	9. NET COST	10. COUNTRY OF ORIGIN	
TYMCO Model 600 Airfield Sweeper mounted on a Freightliner M2-106 truck chassis, conforming to all requirements in the San Diego Montgomery Gibbs Airport Bid for an Airport Sweeper.	8705.90	A	YES	NC	US	

I CERTIFY THAT:

- THE INFORMATION ON THIS DOCUMENT IS TRUE AND ACCURATE AND I ASSUME THE RESPONSIBILITY FOR PROVING SUCH REPRESENTATIONS. I UNDERSTAND THAT I AM LIABLE FOR ANY FALSE STATEMENTS OR MATERIAL OMISSIONS MADE ON OR IN CONNECTION WITH THIS DOCUMENT;
- I AGREE TO MAINTAIN AND PRESENT UPON REQUEST, DOCUMENTATION NECESSARY TO SUPPORT THIS CERTIFICATE, AND TO INFORM, IN WRITING, ALL PERSONS TO WHOM THE CERTIFICATE WAS GIVEN OF ANY CHANGES THAT COULD AFFECT THE ACCURACY OR VALIDITY OF THIS CERTIFICATE;
- THE GOODS ORIGINATED IN THE TERRITORY OF ONE OR MORE OF THE PARTIES, AND COMPLY WITH THE ORIGIN REQUIREMENTS SPECIFIED FOR THOSE GOODS IN THE NORTH AMERICAN FREE TRADE AGREEMENT AND UNLESS SPECIFICALLY EXEMPTED IN ARTICLE 411 OR ANNEX 401, THERE HAS BEEN NO FURTHER PRODUCTION OR ANY OTHER OPERATION OUTSIDE THE TERRITORIES OF THE PARTIES; AND
- THIS CERTIFICATE CONSISTS OF PAGES, INCLUDING ALL ATTACHMENTS.

11a. AUTHORIZED SIGNATURE 		11b. COMPANY TYMCO, Inc.	
11c. NAME Joseph L. Fulbright, Jr.		11d. TITLE Military and International Sales Manager	
11e. DATE (mm/dd/yyyy) 04/28/2021	11f. TELEPHONE NUMBERS (Voice) 254-799-5546 (Facsimile) 254-799-2722	11g. EMAIL joe.fulbright@tymco.com	

PAPERWORK REDUCTION ACT STATEMENT: An agency may not conduct or sponsor an information collection and a person is not required to respond to this information unless it displays a current valid OMB control number and an expiration date. The control number for this collection is 1651-0098. The estimated average time to complete this application is 2 hours. If you have any comments regarding the burden estimate you can write to U.S. Customs and Border Protection, Office of Regulations and Rulings, 90 K Street, NE., Washington DC 20229.

NORTH AMERICAN FREE TRADE AGREEMENT CERTIFICATE OF ORIGIN INSTRUCTIONS

For purposes of obtaining preferential tariff treatment, this document must be completed legibly and in full by the exporter and be in the possession of the importer at the time the declaration is made. This document may also be completed voluntarily by the producer for use by the exporter. Please print or type:

- FIELD 1: State the full legal name, address (including country), email and legal tax identification number of the exporter. Legal taxation number is: in Canada, employer number or importer/exporter number assigned by Revenue Canada; in Mexico, federal taxpayer's registry number (RFC); and in the United States, employer's identification number or Social Security Number.
- FIELD 2: Complete field if the Certificate covers multiple shipments of identical goods as described in Field #5 that are imported into a NAFTA country for a specified period of up to one year (the blanket period). "FROM" is the date upon which Certificate becomes applicable to the good covered by the blanket Certificate (it may be prior to the date of signing this Certificate). "TO" is the date upon which the blanket period expires. The importation of a good for which preferential treatment is claimed based on this Certificate must occur between these dates.
- FIELD 3: State the full legal name, address (including country), email and legal tax identification number, as defined in Field #1, of the producer. If more than one producer's good is included on the Certificate, attach a list of additional producers, including the legal name, address (including country) and legal tax identification number, cross-referenced to the good described in Field #5. If you wish this information to be confidential, it is acceptable to state "Available to CBP upon request". If the producer and the exporter are the same, complete field with "SAME". If the producer is unknown, it is acceptable to state "UNKNOWN".
- FIELD 4: State the full legal name, address (including country), email and legal tax identification number, as defined in Field #1, of the importer. If the importer is not known, state "UNKNOWN"; if multiple importers, state "VARIOUS".
- FIELD 5: Provide a full description of each good. The description should be sufficient to relate it to the invoice description and to the Harmonized System (H.S.) description of the good. If the Certificate covers a single shipment of a good, include the invoice number as shown on the commercial invoice. If not known, indicate another unique reference number, such as the shipping order number.
- FIELD 6: For each good described in Field #5, identify the H.S. tariff classification to six digits. If the good is subject to a specific rule of origin in Annex 401 that requires eight digits, identify to eight digits, using the H.S. tariff classification of the country into whose territory the good is imported.
- FIELD 7: For each good described in Field #5, state which criterion (A through F) is applicable. The rules of origin are contained in Chapter Four and Annex 401. Additional rules are described in Annex 703.2 (certain agricultural goods), Annex 300-B, Appendix 6 (certain textile goods) and Annex 308.1 (certain automatic data processing goods and their parts). **NOTE: In order to be entitled to preferential tariff treatment, each good must meet at least one of the criteria below.**

Preference Criteria

- A The good is "wholly obtained or produced entirely" in the territory of one or more of the NAFTA countries as referenced in Article 415. **Note: The purchase of a good in the territory does not necessarily render it "wholly obtained or produced"**. If the good is an agricultural good, see also criterion F and Annex 703.2. (Reference: Article 401(a) and 415)
- B The good is produced entirely in the territory of one or more of the NAFTA countries and satisfies the specific rule of origin, set out in Annex 401, that applies to its tariff classification. The rule may include a tariff classification change, regional value-content requirement, or a combination thereof. The good must also satisfy all other applicable requirements of Chapter Four. If the good is an agricultural good, see also criterion F and Annex 703.2. (Reference: Article 401(b))
- C The good is produced entirely in the territory of one or more of the NAFTA countries exclusively from originating materials. Under this criterion, one or more of the materials may not fall within the definition of "wholly produced or obtained", as set out in article 415. All materials used in the production of the good must qualify as "originating" by meeting the rules of Article 401(a) through (d). If the good is an agricultural good, see also criterion F and Annex 703.2. Reference: Article 401(c)
- D Goods are produced in the territory of one or more of the NAFTA countries but do not meet the applicable rule of origin, set out in Annex 401, because certain non-originating materials do not undergo the required change in tariff classification. The goods do nonetheless meet the regional value-content requirement specified in Article 401(d). This criterion is limited to the following two circumstances:
1. The good was imported into the territory of a NAFTA country in an unassembled or disassembled form but was classified as an assembled good, pursuant to H.S. General Rule of Interpretation 2(a), or
 2. The good incorporated one or more non-originating materials, provided for as parts under the H.S., which could not undergo a change in tariff classification because the heading provided for both the good and its parts and was not further subdivided into subheadings, or the subheading provided for both the good and its parts and was not further subdivided.
- NOTE: This criterion does not apply to Chapters 61 through 63 of H.S. (Reference: Article 401(d))**
- E Certain automatic data processing goods and their parts, specified in Annex 308.1, that do not originate in the territory are considered originating upon importation into the territory of a NAFTA country from the territory of another NAFTA country when the most-favored-nation tariff rate of the good conforms to the rate established in Annex 308.1 and is common to all NAFTA countries. (Reference: Annex 308.1)
- F The good is an originating agricultural good under preference criterion A, B, or C above and is not subject to a quantitative restriction in the importing NAFTA country because it is a "qualifying good" as defined in Annex 703.2, Section A or B (please specify). A good listed in Appendix 703.2B.7 is also exempt from quantitative restrictions and is eligible for NAFTA preferential tariff treatment if it meets the definition of "qualifying good" in Section A of Annex 703.2. **NOTE 1: This criterion does not apply to goods that wholly originate in Canada or the United States and are imported into either country. NOTE 2: A tariff rate quota is not a quantitative restriction.**
- FIELD 8: For each good described in Field #5, state "YES" if you are the producer of the good. If you are not the producer of the good, state "NO" followed by (1), (2), or (3), depending on whether this certificate was based upon: (1) your knowledge of whether the good qualifies as an originating good; (2) your reliance on the producer's written representation (other than a Certificate of Origin) that the good qualifies as an originating good; or (3) a completed and signed Certificate for the good, voluntarily provided to the exporter by the producer.
- FIELD 9: For each good described in field #5, where the good is subject to a regional value content (RVC) requirement, indicate "NC" if the RVC is calculated according to the net cost method; otherwise, indicate "NO". If the RVC is calculated over a period of time, further identify the beginning and ending dates (MM/DD/YYYY) of that period. (Reference: Article 402.1, 402.5)
- FIELD 10: Identify the name of the country ("MX" or "US" for agricultural and textile goods exported to Canada; "US" or "CA" for all goods exported to Mexico; or "CA" or "MX" for all goods exported to the United States) to which the preferential rate of CBP duty applies, as set out in Annex 302.2, in accordance with the Marking Rules or in each party's schedule of tariff elimination.
For all other originating goods exported to Canada, indicate appropriately "MX" or "US" if the goods originate in that NAFTA country, within the meaning of the NAFTA Rules of Origin Regulations, and any subsequent processing in the other NAFTA country does not increase the transaction value of the goods by more than seven percent; otherwise indicate "JNT" for joint production. (Reference: Annex 302.2)
- FIELD 11: This field must be completed, signed, and dated by the exporter. When the Certificate is completed by the producer for use by the exporter, it must be completed, signed, and dated by the producer. The date must be the date the Certificate was completed and signed.

DAIMLER

COMPONENT SUPPLIER "BUY AMERICA" CERTIFICATION

The undersigned acknowledges an understanding that the information provided by Daimler Trucks North America, in this certification will be used in connection with certification requirements under the "Buy America" regulations, 49 c.f.r. §661.1, and 49 U.S.C. Section 5323(j) / FAST Section 3011 and et seq.

As noted below, >65% of the subcomponents and components, by cost, were manufactured in the United states, assembled by Daimler Trucks North America LLC at the location below, and calculated as follows:

Daimler Trucks North America
Mt. Holly Manufacturing Plant
1800 North Main Street
Mt. Holly, NC 28120

MODEL	Vender Name	Description	Mfr in US? (Y/N)	% of US Content
Freightliner	Daimler Trucks North America LLC	VIN # 1FVACXFC5KHJW1409 1FVACXFC1KHJW1410 1FVACXFC3KHJW1411 1FVACXFC5KHJW1412 1FVACXFC7KHJW1413 1FVACXFC9KHJW1414 1FVACXFC0KHJW1415	Y	>65%

The undersigned, on behalf of the Daimler Trucks North America, represents and warrants that he/she has carefully read and understands the foregoing information, and the requirements of the "Buy America" regulations, 49 c.f.r. §661.1 and 49 U.S.C. Section 5323(j) / FAST Section 3011 and et seq.; that she has authority to execute this Certification on behalf of Daimler Trucks North America; and that the information set forth in this Certification is true and correct to the best of her knowledge, information, and belief.

Daimler Trucks North America

By: *Sheri L Melling*

Name: Sheri Melling

Title: Manager – International Trade Compliance

Date: April 16, 2018

TYMCO ATTENDE
JAA

Type I, II, III Equipment / Building, and IV Buy American Waivers Issued (As of 4/27/2021)

The following manufacturer's equipment was issued a Buy American Waiver under 49 U.S.C. 50101(b) and can be used on AIP Funded Projects.

Waiver Type	Manufacturer	Product	Effective Date
Type III Equipment/Building	Airport Lighting Company	L-880, Precision Approach Path Indicator	4/27/2010
Type III Equipment/Building	Airport Lighting Company	L-881, Abbreviated Precision Approach Path Indicator	4/27/2010
Type III Equipment/Building	Neubert Aero Corp	Dynamic Friction Decelerometer	4/27/2010
Type III Equipment/Building	Neubert Aero Corp	Dynamic Friction Tester	4/27/2010
Type III Equipment/Building	Rural Electric	L-821, Airport Lighting Control Panel	4/27/2010
Type III Equipment/Building	Rural Electric	L-890, Lighting Control & Monitoring System	4/27/2010
Type III Equipment/Building	Safe-Hit	L-853, Retroreflective Markers	3/20/2010
Type III Equipment/Building	Daimler	Freightliner M2 Carrier Vehicle	1/12/2010
Type III Equipment/Building	Millard Towers Limited	L-891 - Low Impact Resistant Structures	12/22/2009
Type III Equipment/Building	Millard Towers Limited	L-892 - Frangible Support Structure	12/22/2009
Type II - Insufficient Quantity and/or Quality	OCEM	L-852 S LED Taxiway Inpavement Lights	12/1/2009
Type III Equipment/Building	Prysmian Cables and Systems, Inc.	L-824, Underground Electrical Cables for Airfield Circuits	10/4/2009
Type III Equipment/Building	Airport Lighting Company	L-861 Runway & Taxiway Edge, Medium Intensity Lights	9/13/2009
Type III Equipment/Building	Airport Lighting Company	L-862, Runway Edge-Threshold-Stop Bar Lights	9/13/2009
Type III Equipment/Building	Strobe Approach Lighting Technology, LLC	L-849, Runway End Identification Lights	8/25/2009



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-137, Buy American Preferences – Final Assembly Questionnaire

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

-- CONFIDENTIAL --
NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4
OF THE FREEDOM OF INFORMATION ACT

Buy American Preferences – Final Assembly Questionnaire

To assist the Federal Aviation Administration (FAA) in making the determination of whether final assembly of the product occurs in the United States, please complete and submit this questionnaire when requesting a Buy American Waiver under 49 USC § 50101(b)(3)(A).

Company Name: TYMCO, Inc

Date: 04/29/2021

FAA Eligible Item: Power Vacuum Sweeper for FOD FAA Item Number (if applicable):

Address of Final Assembly Location: 225 East Industrial Boulevard, Waco, Texas 76705

1. Provide a description of the assembly process occurring at the specified final location in the United States.
 - a. Describe the final assembly process and its various operations.

The process consists of our manufacturing of a sweeper body from raw materials and various small components which we procure from US suppliers. We then mount the sweeper body onto a commercial truck chassis which we have modified to accept the body and its various components. We then conduct tests and make adjustments as necessary. All of this effort occurs at the TYMCO factory in Waco, TX.
 - b. How long does the final assembly process take to complete?

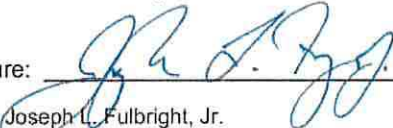
Final assembly takes two to three weeks out of a total process time of about 30 to 45 days.
2. Provide a description of the resources used to conduct the assembly of the product at the specified location in the United States.
 - a. How many employees are involved in the final assembly process and what is the general skill level of those employees?

The total is approximately 12 to 13, including 3 to 4 senior mechanics, 2 fabrication specialists, 2 quality control specialists, 2 paint and body specialists, 1 senior quality control specialist, 1 transportation specialist, and 1 clerical specialist.
 - b. What type of equipment is used during the final assembly process?

The equipment necessary for final assembly includes an overhead crane hoist, dollies, lifting jig, forklift, air compressor and air powered tools such as impact wrenches, drills, air wands and paint guns, hydraulic servicing cart, and electric multimeters.
 - c. What is a rough estimate of the associated cost to conduct final assembly of the product at the specified location in the United States?

Aproximately 20% to 30% of the total cost.

The undersigned certifies that this information is true and accurate to the best of their knowledge. A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126. Signatory has the burden of proof to establish compliance.

Signature: 
Name: Joseph L. Fulbright, Jr.

TYMCO ATTCH 2
JLF