

# PROPOSAL

## Bangor International Airport

### Base Bid:

Reconstruct Taxiway 'A' (2,081 ± LF x 75')  
Rehabilitate Taxiway 'A' (1,056 ± LF x 75')

### Additive Alternate #1:

Reconstruct Taxiway 'A' (3,643 ± LF x 75')  
Rehabilitate Taxiway 'A' (383 ± LF x 75')

### Additive Alternate #2:

Rehabilitate Taxiway 'M' (900 ± LF x 75')

Prepared for



**CITY BID P26-40**

AIP 3-23-0005-0XX-2026

Mead and Hunt, Inc. 4242100-251517.01

Prepared by



March 6, 2026 – Issued for Bid

## Part 2

# Proposal Forms

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## BASE BID

Failure to complete this form and submit by the Bid Deadline shall result in your Bid being deemed nonresponsive and rejected without any further evaluation.

The Owner reserves the right to change the Estimated Quantities and their respective Item Sub-total and Total Price based on requirements of the Project. The successful Bidder (Contractor) will be paid for quantities installed in accordance with the Basis of Payment section of the Specifications. Unit Prices provided on this Price Form will be the prices used for any quantity additions and deductions required. The Bidder must complete the Price Form either by hand writing in ink or typing prices in the spaces provided. Bidders must provide a Unit Price for all items.

ITEM #	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM SUBTOTAL
C-100-5.1	Contractor Quality Control Program (CQCP)	LS	1		
C-102-5.1	Installation and Removal of Inlet Protection	EACH	12		
C-102-5.2	Installation and Removal of Silt Fence	LF	4,000		
C-102-5.3	Installation and Removal of Temporary Haybale Check Dam	LF	0		
C-105-5.1	Mobilization	LS	1		
C-105-5.1	Field Office - Engineer	LS	1		
X-106-5.1	Safety and Security	LS	1		
P-101-5.1	Pavement Removal	SY	4,100		
P-101-5.2	Cold Milling - 0-4 Inches	SY	13,000		
P-101-5.3	Cold Milling - 4-6 Inches	SY	25,000		
P-101-5.4	Cold Milling - 6-8 Inches	SY	9,000		
P-101-5.5	Crack Repair	LF	150		
P-152-5.1	Unclassified Excavation	CY	2,600		
P-152-5.1	Test Pit Excavation	CY	100		
P-209-5.1	Crushed Aggregate Base Course	CY	475		
P-215-5.1	Rubblize PCC	SY	19,000		
P-401-5.1	PG 76-22 Asphalt Surface Course	TON	10,500		
P-401-5.2	PG 70-22 Asphalt Base & Shoulder Surface Course	TON	6,000		
P-401-5.3	PG 70-22 Asphalt Leveling Course	TON	2,300		
P-603-5.1	Emulsified Asphalt Tack Coat	GALLON	12,000		
P-620-5.1	Airport Pavement Marking, 50% Rate, Yellow	SF	12,000		
P-620-5.2	Airport Pavement Marking, Yellow, with Reflective Media	SF	12,000		
P-620-5.3	Airport Pavement Marking, Black	SF	14,000		
P-620-5.5	Remove Pavement Marking	SF	70		

ITEM #	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM SUBTOTAL
D-705-5.4	Remove and Replace and Adjust Existing Cleanout Frame and Cover	EACH	14		
D-751-5.1	Adjust Existing Manhole	EACH	7		
T-901-5.1	Seeding	SY	8,000		
T-905-5.1	Screened Topsoil, From On-Site	CY	2,700		
T-908-5.1	Mulching	SY	8,000		
L-108-5.1	Remove Existing Cable(s) in Conduit or Duct Bank	LF	500		
L-108-5.2	Furnish and Install No. 8 AWG, 5 kV, L-824, Type C Cable in Duct Bank or Conduit	LF	1,800		
L-108-5.3	Furnish and Install No. 6 AWG, Solid, Bare Copper Counterpoise Wire Above the Duct Bank or Conduit	LF	920		
L-110-5.1	Abandonment of Existing Conduit	LF	962		
L-110-5.2	Concrete Encased Electrical Conduit, 1 way 2-inch in Paved Area	LF	920		
L-110-5.3	Expose Existing 2" Schedule 40 PVC Conduit, Cap, and Protect End for Future Conduit Connection	EACH	4		
L-115-5.1	Existing Electrical Manhole/Junction Structure Elevation Adjustment	EACH	9		
L-125-5.1	Furnish and Install L-861T Taxiway Elevated Edge Light Fixture and New L-867B Light Base in Paved Shoulder	EACH	9		
L-125-5.2	Reinstall Stored L-861T Elevated Taxiway Edge Light Fixture and Isolation Transformer on Adjusted Light Base in Paved Shoulder	EACH	36		
L-125-5.4	Furnish and Install Cover Plate on Adjusted Light Base in Paved Shoulder	EACH	2		
L-125-5.5	Removal of L-861T Elevated Taxiway Edge Light Fixture, Isolation Transformer, Extension Collar, and Accessories on Existing Light Base to Remain in Paved Shoulder. Storage of Fixture and Transformer	EACH	38		
L-125-5.7	Removal of Light Base and Accessories	EACH	11		
L-125-5.8	Demolition of Abandoned Guidance Sign Foundation	EACH	2		
X-701-5.2	Underdrain Cleaning, 6-8 inch	LF	3,200		

**Base Bid Total Price = \$** \_\_\_\_\_  
(Amount in Numerals)

(Amount in Written Words)

**BASE BID CONTRACT TIME 60 CALENDAR DAYS**

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Email:** \_\_\_\_\_

## Additive Alternative #1

Failure to complete this form and submit by the Bid Deadline shall result in your Bid being deemed nonresponsive and rejected without any further evaluation.

The Owner reserves the right to change the Estimated Quantities and their respective Item Sub-total and Total Price based on requirements of the Project. The successful Bidder (Contractor) will be paid for quantities installed in accordance with the Basis of Payment section of the Specifications. Unit Prices provided on this Price Form will be the prices used for any quantity additions and deductions required. The Bidder must complete the Price Form either by hand writing in ink or typing prices in the spaces provided. Bidders must provide a Unit Price for all items.

ITEM #	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM SUBTOTAL
C-100-5.1	Contractor Quality Control Program (CQCP)	LS	1		
C-102-5.1	Installation and Removal of Inlet Protection	EACH	18		
C-102-5.2	Installation and Removal of Silt Fence	LF	2,500		
C-102-5.3	Installation and Removal of Temporary Haybale Check Dam	LF	150		
C-105-5.1	Mobilization	LS	1		
C-105-5.1	Field Office - Engineer	LS	1		
X-106-5.1	Safety and Security	LS	1		
P-101-5.1	Pavement Removal	SY	2,750		
P-101-5.2	Cold Milling - 0-4 Inches	SY	17,000		
P-101-5.3	Cold Milling - 4-6 Inches	SY	3,500		
P-101-5.4	Cold Milling - 6-8 Inches	SY	4,200		
P-101-5.5	Crack Repair	LF	500		
P-152-5.1	Unclassified Excavation	CY	5,000		
P-152-5.1	Test Pit Excavation	CY	100		
P-209-5.1	Crushed Aggregate Base Course	CY	675		

ITEM #	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM SUBTOTAL
P-215-5.1	Rubblize PCC	SY	27,000		
P-401-5.1	PG 76-22 Asphalt Surface Course	TON	1,000		
P-401-5.2	PG 70-22 Asphalt Base & Shoulder Surface Course	TON	6,000		
P-401-5.3	PG 70-22 Asphalt Leveling Course	TON	3,500		
P-603-5.1	Emulsified Asphalt Tack Coat	GALLON	15,300		
P-620-5.1	Airport Pavement Marking, 50% Rate, Yellow	SF	15,000		
P-620-5.2	Airport Pavement Marking, Yellow, with Reflective Media	SF	15,000		
P-620-5.3	Airport Pavement Marking, Black	SF	15,000		
P-620-5.4	Surface Painted Hold Position	EACH	2		
P-620-5.5	Remove Pavement Marking	SF	0		
D-705-5.1	6 Inch, Perforated Underdrain, Complete	LF	2,200		
D-705-5.2	Underdrain Cleanout	EACH	11		
D-705-5.3	Underdrain Connection to Stormwater	EACH	1		
D-705-5.4	Remove and Replace and Adjust Existing Cleanout Frame and Cover	EACH	15		
D-705-5.5	Underdrain Rip Rap Apron Outlet	EACH	4		
D-751-5.1	Adjust Existing Manhole	EACH	1		
T-901-5.1	Seeding	SY	17,000		
T-905-5.1	Screened Topsoil, From On-Site	CY	5,500		
T-908-5.1	Mulching	SY	17,000		

ITEM #	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM SUBTOTAL
L-108-5.1	Remove Existing Cable(s) in Conduit or Duct Bank	LF	675		
L-115-5.1	Existing Electrical Manhole/Junction Structure Elevation Adjustment	EACH	1		
L-125-5.2	Reinstall Stored L-861T Elevated Taxiway Edge Light Fixture and Isolation Transformer on Adjusted Light Base in Paved Shoulder	EACH	37		
L-125-5.5	Removal of L-861T Elevated Taxiway Edge Light Fixture, Isolation Transformer, Extension Collar, and Accessories on Existing Light Base to Remain in Paved Shoulder. Storage of Fixture and Transformer	EACH	37		
L-125-5.9	Removal of Existing Guidance Sign and Demolition of Guidance Sign Foundation	EACH	2		
L-130-5.1	Furnish and Install Surface Sensor and Type IIA Cable	EACH	1		
L-130-5.2	Furnish and Install Vaisala Type V Cable in Duct Bank or Conduit	LF	675		
L-130-5.3	Remove Existing Surface Sensor and Type IIA Cable	EACH	1		
X-701-5.1	Storm Sewer Cleaning 12 to 30 inch	LF	1,700		
X-701-5.2	Underdrain Cleaning, 6-8 inch	LF	6,300		

**Additive Alternative #1 Total Price = \$** \_\_\_\_\_  
(Amount in Numerals)

\_\_\_\_\_  
(Amount in Written Words)

**ADDITIVE ALTERNATIVE #1 CONTRACT TIME 60 CALENDAR DAYS**

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Email:** \_\_\_\_\_

## Additive Alternative #2

Failure to complete this form and submit by the Bid Deadline shall result in your Bid being deemed nonresponsive and rejected without any further evaluation.

The Owner reserves the right to change the Estimated Quantities and their respective Item Sub-total and Total Price based on requirements of the Project. The successful Bidder (Contractor) will be paid for quantities installed in accordance with the Basis of Payment section of the Specifications. Unit Prices provided on this Price Form will be the prices used for any quantity additions and deductions required. The Bidder must complete the Price Form either by hand writing in ink or typing prices in the spaces provided. Bidders must provide a Unit Price for all items.

ITEM #	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM SUBTOTAL
C-100-5.1	Contractor Quality Control Program (CQCP)	LS	1		
C-102-5.1	Installation and Removal of Inlet Protection	EACH	3		
C-102-5.2	Installation and Removal of Silt Fence	LF	2,100		
C-105-5.1	Mobilization	LS	1		
C-105-5.1	Field Office - Engineer	LS	1		
X-106-5.1	Safety and Security	LS	1		
P-101-5.1	Pavement Removal	SY	1,200		
P-101-5.2	Cold Milling - 0-4 Inches	SY	15,000		
P-101-5.5	Crack Repair	LF	500		
P-152-5.1	Unclassified Excavation	CY	1,500		
P-152-5.1	Test Pit Excavation	CY	100		
P-209-5.1	Crushed Aggregate Base Course	CY	500		
P-401-5.1	PG 76-22 Asphalt Surface Course	TON	2,700		
P-401-5.2	PG 70-22 Asphalt Base & Shoulder Surface Course	TON	2,100		
P-603-5.1	Emulsified Asphalt Tack Coat	GALLON	3,100		

ITEM #	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM SUBTOTAL
P-620-5.1	Airport Pavement Marking, 50% Rate, Yellow	SF	3,500		
P-620-5.2	Airport Pavement Marking, Yellow, with Reflective Media	SF	3,500		
P-620-5.3	Airport Pavement Marking, Black	SF	5,000		
P-620-5.4	Surface Painted Hold Position	EACH	2		
D-705-5.4	Remove and Replace and Adjust Existing Cleanout Frame and Cover	EACH	2		
D-751-5.1	Adjust Existing Manhole	EACH	4		
T-901-5.1	Seeding	SY	5,000		
T-905-5.1	Screened Topsoil, From On-Site	CY	750		
T-908-5.1	Mulching	SY	5,000		
L-115-5.1	Existing Electrical Manhole/Junction Structure Elevation Adjustment	EACH	5		
L-125-5.2	Reinstall Stored L-861T Elevated Taxiway Edge Light Fixture and Isolation Transformer on Adjusted Light Base in Paved Shoulder	EACH	25		
L-125-5.3	Reinstall Stored L-804 Elevated Runway Guard Light Fixture and Isolation Transformer on Adjusted Light Base in Paved Shoulder	EACH	2		
L-125-5.5	Removal of L-861T Elevated Taxiway Edge Light Fixture, Isolation Transformer, Extension Collar, and Accessories on Existing Light Base to Remain in Paved Shoulder. Storage of Fixture and Transformer	EACH	25		
L-125-5.6	Removal of L-804 Elevated Runway Guard Light Fixture, Isolation Transformer, Extension Collar, and Accessories on Existing Light Base to Remain in Paved Shoulder. Storage of Fixture and Transformer	EACH	2		

**Additive Alternative #2 Total Price = \$** \_\_\_\_\_  
(Amount in Numerals)

(Amount in Written Words)

**ADDITIVE ALTERNATIVE #2 CONTRACT TIME 30 CALENDAR DAYS**

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Email:** \_\_\_\_\_

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## **ACKNOWLEDGEMENTS BY BIDDER**

- a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled “Alteration of Work and Quantities”.
- b. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the documents identified within the Instructions to Bidders. The BIDDER further acknowledges that each the individual documents that comprise the Bid Documents are complementary to one another and together establishes the complete terms, conditions and obligations of the successful BIDDER.
- c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a certified check or bid bond in the amount of **five (5%) of the bid price**. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- d. The BIDDER acknowledges and accepts the OWNER’S right to reject any or all bids and to waive any minor informality in any Bid or solicitation procedure.
- e. The BIDDER acknowledges and accepts the OWNER’S right to hold all Proposals for purposes of review and evaluation and not issue a notice-of-award for a period not before October 31<sup>st</sup>, 2026.
- f. The undersigned agrees that upon written notice of award of contract, he or she will execute the contract within **fifteen (15) days** of the receipt of the contract documents and furthermore and provide executed payment (100% of contract price) and performance bonds (100% of contract price) within **five (5) days** from the date of contract execution. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- g. Time of Performance: By submittal of this proposal, the undersigned acknowledges and agrees to commence work within **ten (10) calendar days** of the date specified in the written “Notice-to-Proceed” as issued by the OWNER. The undersigned further agrees to substantially complete the Project within **the contract time as specified in the contract documents**.
- h. The undersigned acknowledges and accepts that for each and every calendar day the project remains incomplete beyond the contract time of performance, the Contractor shall pay the non-penal amount(s) as referenced in **Article 6 Liquidated Damages** to the OWNER.
- i. The BIDDER acknowledges that the OWNER has established a contract Disadvantaged Business Enterprise goal of zero (**0%**) percent for this project. The BIDDER acknowledges and accepts the requirement to apply and document good faith efforts, as defined in Appendix A, 49 CFR Part 26, for subcontracting a portion of the prime contract to certified Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26 for purposes of meeting the OWNER’S established goal. The BIDDER, in complying with this requirement, proposes participation by Disadvantaged Business Enterprises as stated on the attached forms, “Utilization Statement” and “Letter of Intent”.
- j. The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the Davis-Bacon Act. The BIDDER accepts the requirement to pay prevailing wages for each

classification and type of worker as established in the attached wage rate determination as issued by the United States Department of Labor. The BIDDER further acknowledges and accepts their requirement to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the Bidder under this project.

- k. Compliance Reports (41 CFR Part 60-1.7): Within 30 days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if s/he has not submitted a complete compliance report within 12 months proceeding the date of award. This report is required if the Contractor/Subcontractor meets all of the following conditions:
  - 1. Contractors/Subcontractors are not exempt based on 41 CFR 60-1.5.
  - 2. Has 50 or more employees.
  - 3. Is a prime contractor or first tier subcontractor.
  - 4. There is a contract, subcontract, or purchase order amounting to \$50,000 or more.

i. The undersigned acknowledges receipt of the following addenda:

Addendum Number ___ dated _____	Received _____
Addendum Number ___ dated _____	Received _____
Addendum Number ___ dated _____	Received _____
Addendum Number ___ dated _____	Received _____

**REPRESENTATIONS BY BIDDER**

By submittal of a proposal (bid), the BIDDER represents the following:

- 1. The BIDDER has read and thoroughly examined the bid documents including all authorized addenda.
- 2. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- 3. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.
- 4. The BIDDER has familiarized themselves of the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress or performance of the work
- 5. The BIDDER has correlated their observations with that of the project documents.
- 6. The BIDDER has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.
- 7. The BIDDER is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.
- 8. The BIDDER has complied with all requirements of these instructions and the associated project documents.

### **CERTIFICATIONS BY BIDDER**

- a. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm or corporation. The undersigned further certifies that no member, officer or agent of OWNER'S has direct or indirect financial interest in this proposal.
- a. **Required Contract Provisions:** The BIDDER, as a potential federally-assisted construction contractor, certifies that it is responsible for compliance with all Federal, State, and Local contract provision requirements. The BIDDER (including all subcontractors) shall:
  1. insert these contract provisions in each lower tier contract (subcontract or sub-agreement);
  2. incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
  3. be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider.

### **ATTACHMENTS TO THIS BID**

The following documents are attached to, made a part of and are to be submitted with this Bid:

1. Bid Guaranty in the form of proposal bond/cashier's check/certified check
2. Completed DBE forms "Utilization Statement" and "Letter of Intent".
3. Buy America Certification
4. Tax Delinquency and Felony Convictions
6. Drug-Free Workplace Certifications
7. Statement of Non-Debarment
8. Evidence of good faith efforts required by 49 CFR Part 26, Appendix A. If proposed DBE goal is met, submittal of evidence of good faith efforts is not required.
9. Evidence of BIDDER'S qualifications per the requirements of the Instructions-to-Bidders.
10. Bidder's Domestic Violence Policy or a request for the City of Bangor's policy as a reference.

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**SIGNATURE OF BIDDER**

**IF AN INDIVIDUAL:**

Name: \_\_\_\_\_  
By: \_\_\_\_\_  
*(Signature of Individual)*  
Doing Business as: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_

**IF A PARTNERSHIP:**

Partnership Name: \_\_\_\_\_  
By: \_\_\_\_\_  
*(Authorized Signature)*  
*(Attach Evidence of Authority to sign as a Partnership)*  
Name and Title: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_

**IF A CORPORATION:**

Corporation Name: \_\_\_\_\_  
By: \_\_\_\_\_  
*(Authorized Signature)*  
*(Attach Evidence of Authority to sign)*  
Name and Title: \_\_\_\_\_  
Business Address: \_\_\_\_\_ (CORPORATE SEAL)  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
*(Authorized Signature)*  
Name and Title: \_\_\_\_\_

**IF A JOINT VENTURE:** *(Attach copy of Joint Venture Agreement)*

Joint Venture Name: \_\_\_\_\_

By: \_\_\_\_\_

*(Authorized Signature)*

*(Attach Evidence of Authority to sign)*

Name and Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Joint Venture Name: \_\_\_\_\_

By: \_\_\_\_\_

*(Authorized Signature)*

*(Attach Evidence of Authority to sign)*

Name and Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

**SIGNATURE OF BIDDER**

**IF AN INDIVIDUAL:**

Name: \_\_\_\_\_

By: \_\_\_\_\_

*(Signature of Individual)*

Doing Business as: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**IF A PARTNERSHIP:**

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_

*(Authorized Signature)*

*(Attach Evidence of Authority to sign as a Partnership)*

Name and Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**IF A CORPORATION:**

Corporation Name: \_\_\_\_\_

By: \_\_\_\_\_

*(Authorized Signature)*

*(Attach Evidence of Authority to sign)*

Name and Title: \_\_\_\_\_

Business Address: \_\_\_\_\_ (CORPORATE SEAL)

Telephone Number: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

*(Authorized Signature)*

Name and Title: \_\_\_\_\_

**IF A JOINT VENTURE:** *(Attach copy of Joint Venture Agreement)*

Joint Venture Name: \_\_\_\_\_

By: \_\_\_\_\_

*(Authorized Signature)*

*(Attach Evidence of Authority to sign)*

Name and Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Joint Venture Name: \_\_\_\_\_

By: \_\_\_\_\_

*(Authorized Signature)*

*(Attach Evidence of Authority to sign)*

Name and Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

## **BUY AMERICAN PREFERENCE**

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

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

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

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

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## Certificate of Buy American Compliance for Manufactured Products

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

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

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

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

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

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

### Required Documentation

**Type 3 Waiver** – The cost of the item components and subcomponents produced in the United States is more 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 of waiver is:

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

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

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

\_\_\_\_\_

Company Name

\_\_\_\_\_

Title

**CERTIFICATION OF BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS:**

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

- 1) The BIDDER 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 tax liability.
  
- 2) The BIDDER represents that it is  is not  a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note: If a BIDDER responds in the affirmative to either of the above representations, the BIDDER 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 BIDDER therefore must provide information to the SPONSOR about its tax liability or conviction to the SPONSOR, 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.

Date	Signature
Company Name	Title

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**Statement of Non-Debarment & Contract Completion**

I, \_\_\_\_\_, representing \_\_\_\_\_, do hereby state  
(Company Official) (Company)

that \_\_\_\_\_ is not debarred, suspended, or otherwise prohibited from providing  
(Company)

construction services by any Federal, State, or Local agency.

Furthermore, I, \_\_\_\_\_, representing \_\_\_\_\_, do  
Company Official) (Company)

hereby state that \_\_\_\_\_ has not stopped by any Owner from completing a  
(Company)

contracted project for cause.

\_\_\_\_\_  
Company Official Signature

\_\_\_\_\_  
Date

NOTARY PUBLIC SEAL

Witnessed this day, \_\_\_\_\_ By \_\_\_\_\_

My commission expired on \_\_\_\_\_

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