

## INVITATION TO BID

Terminal Apron Expansion Northwest End - Phase 2

A.I.P. 3-23-0038-XX-2023

Bid No. 23056

PORTLAND INTERNATIONAL JETPORT

PORTLAND, MAINE

Sealed bids for

Terminal Apron Expansion Northwest End - Phase 2 (AIP-3-23-0038-XX-2023) at the Portland International Jetport shall be addressed to Purchasing Office, Room 103, City Hall, Portland, Maine 04101 and received by **Tuesday, March 28, 2023 at 3:00 PM** local time. Late, unsigned or faxed bids shall not be accepted. **Bidders must submit their bid electronically to [bidssubmit@portlandmaine.gov](mailto:bidssubmit@portlandmaine.gov) with the name of the Bidder, Contract Name and Bid Number in the subject line or by submitting via USPS, UPS or FedEx to the mailing address above.**

Bids shall remain open to acceptance for ninety (90) days from their opening. Bids from vendors not registered with the Purchasing Office may be rejected; receipt of this document directly from the City of Portland indicates registration. Should a vendor receive this Request from a source other than the City, please contact 207-874-8654 or [jrl@portlandmaine.gov](mailto:jrl@portlandmaine.gov) to ensure that your firm is listed as a vendor for this Bid. Please also include a copy of your company's most recent W-9. Hard copy bids must be submitted in a sealed envelope endorsed with the name and address of the bidder. The outside of the envelope shall be clearly marked as follows:

Terminal Apron Expansion Northwest End - Phase 2  
Portland International Jetport  
Portland, Maine  
A.I.P. 3-23-0038-XX-2023  
Bid No. 23056

Plans and proposal books are available electronically by contacting the City of Portland Purchasing Office by phone: (207) 874-8654 or E-Mail [jrl@portlandmaine.gov](mailto:jrl@portlandmaine.gov)

Bid security in the amount of five percent (5%) of the total bid must be submitted with the bid. The bid security may be either a certified check (**only if the bidder utilizes USPS, UPS, or FedEx to submit their bid**) or a proposal guaranty bond executed by a surety company authorized to do business in the State of Maine (**for electronic bid submissions**). Bid security shall be made payable to the City of Portland, Maine. Bids submitted without security will not be considered. Each prospective bidder will be required to obtain from the City a copy of the proposal form, project specifications and drawings.

The successful bidder must furnish:

- A 5% maintenance bond,
- A 100% performance bond,
- A 100% labor and material payment bond,

And begin execution of this contract within five (5) calendar days following the Notice to Proceed.

Construction under this contract will be funded by Federal Grants under the Airport Improvement Plan (AIP) and will be subject to all applicable requirements of the U.S. Department of Transportation, Federal Aviation Administration. It will also be funded by the State of Maine and City of Portland and will also be subject to all of their applicable documents. The following is a list of Federal Requirements incorporated in this solicitation by reference for construction contracts as provided by the Federal Aviation Administration:

- Buy American Preference
- Foreign Trade Restriction
- Davis Bacon Requirement
- Affirmative Action Requirement
- Civil Rights – Title VI Assurance
- Disadvantaged Business Enterprises
- Federal Fair Labor Standards Act (Federal Minimum Wage)
- Procurement of Recovered Materials
- Debarment and Suspension
- Lobbying and Influencing Federal Employees

Additional information on these requirements can be found on the FAA's website at:

[http://www.faa.gov/airports/aip/procurement/federal\\_contract\\_provisions/#requiredProvisions](http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/#requiredProvisions)

**Equal Employment Opportunities:** Any award recipient agrees to adhere to a policy of non-discrimination in all employment actions, practices, policies, procedures, phases, and conditions of employment. This shall include compliance with the Workforce Investment Act of 1998, as amended (WIA, 29 CFR part 37); the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37 and all other applicable laws, including the Maine Human Rights Act, ordinances and regulations regarding equal opportunity and equal treatment. Contractor specifically agrees that all employment-related decisions (including but not limited to hiring, discharge, transfers, promotions, discipline, training, job opportunities, and wage and salary levels) will be made without discrimination based on an individual's race or color, religion, age, sex (including pregnancy), sexual orientation, gender identity or expression, ancestry or national origin, physical or mental disability, veteran status, genetic information, previous assertion of a claim or right under Maine's Workers' Compensation Act, previous actions taken protected under Maine's Whistleblowers' Protection Act, or any other protected group status as defined by applicable law. Provisions in applicable laws providing for bona fide occupational qualifications, business necessity, or age limitations will be adhered to by the developer and its contractors where appropriate.

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY:**

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

**Timetables**

Goals for minority participation for each trade:	0.6%
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

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

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

Wages paid to employees must comply with the minimum established by the U.S. Department of Labor Wage Determination.

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

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

The contractor must comply with the Buy American Preference, Davis-Bacon Act, Debarment and Suspension, Foreign Trade Restriction, Lobbying Federal Employees, Recovered Materials, Anti-Kickback Act, the Occupational Safety and Health Act, the Contract Work Hours and Safety Standard Act, Title VI of the Civil Rights Act of 1964 and Executive Order 11246 and CH 149, 26-27D, MGL.

#### **TRADE RESTRICTION CERTIFICATION**

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

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

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

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

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

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

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and

information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

**CIVIL RIGHTS – TITLE VI SOLICITATION NOTICE:** The City of Portland, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders 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 (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Also, the City of Portland has an approved Disadvantaged Business Enterprise Program, which must be adhered to. The DBE goal for this project has been established as 2.8%.

**Bid Information to be Submitted as a matter of responsiveness:**

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

The City of Portland reserves the right to accept the bid on one or more items of a proposal, on all the items of a proposal, or on any combination of items of a proposal. The City also reserves the right to waive any informalities in bids, to accept any bid and to reject any or all bids should it be deemed for the best interest of the City to do so. No bidder may withdraw his/her bid for a period of 90 days following the bid opening.

It is **mandatory** that all prospective contractors attend a pre-bid meeting that will be held at the Portland International Jetport Terminal Building at 1001 Westbrook Street, Portland, Maine. This meeting will be held in Conference Room A on the 2<sup>nd</sup> floor on **Thursday, March 16, 2023 at 10:00 A.M.** **Only those firms represented at this meeting may bid on the project.**

By: City of Portland, Maine