

INVITATION FOR BIDS

**Manti-Ephraim Airport
Ephraim, Utah
AIP Project No. 3-49-0018-014/-015-2023**

Sealed bids, subject to the conditions contained herein, for improvements to the Manti-Ephraim Airport, Ephraim, Utah, AIP Project No. 3-49-0018-014/-015-2023 will be received by the Manti-Ephraim Airport, at the Ephraim City Offices, 5 South Main Street, Ephraim, Utah, 84627, until Wednesday, May 17, 2023, at 3:00 p.m. local time, and then publicly opened and read aloud.

The work involved will include the following:

Schedule I - Acquire Snow Removal Equipment

The approximate quantities of major bid items involved in the proposed work are:

- 1 LS Multi-Use Tractor, Four-Wheel Drive, Diesel Powered
- 1 LS 14-Foot Tractor Mounted Broom
- 1 LS 12-Foot Snow Plow Blade
- 1 LS Loader and Bucket
- 1 LS 8-Foot Wide Box Blade

Construction for this project is expected to take 330 calendar day(s).

Contract Documents. The complete set of Specifications and Contract Documents can be downloaded from Jviation's bid site (<http://bid.jviation.com>), beginning on April 13, 2023. In order to submit a responsive bid as a Prime Contractor and to receive all necessary addendum(s) for this project, you must be on the Planholder's List. To view all planholder documents (contract documents and addendums) you must fill out the online form located at (<http://www.jviation.com/bid-request>). By filling out and submitting this form, you agree to be publicly listed on the bid site with your contact information as a planholder for all projects requested. **It is the planholder's responsibility to review the site for addendums and changes before submitting their proposal. This includes review for environmental changes. Environmental changes during construction could take up to four weeks for approval.** For additional information, please contact us via email at bidinfo@jviation.com.

*Note that contractors will NOT be automatically added to new projects. You will need to re-submit the online form for access to new projects. Once granted access, additional projects will use your same login credentials. **Note:** Plan ahead when submitting the online request form and allow up to 2 business days for approval and access to projects.

Pre-Bid Conference. The pre-bid conference for this project will be held on Wednesday, May 3, 2023, at 3:00 p.m. local time, via conference call. Call in number is (937) 240-2430, Phone Conference ID number is 15808248#. All bidders are required to become familiar with all equipment requirements prior to submitting their bid.

Bid Conditions. The bidder is required to provide all information as required within the Contract Documents. The bidder is required to bid on all items of every schedule or as otherwise detailed in the Instructions to Bidders.

Bids may be held by Ephraim City for a period not to exceed 120 days from the date of the bid opening for the purpose of evaluating bids prior to award of contract.

The right is reserved, as Ephraim City may require, to reject any and all bids and to waive any informality in the bids received.

All questions regarding the bid are to be directed to Kirt McDaniel with Jviation-a Woolpert Company, 35 South 400 West, St. George, Utah 84770, 435-574-5308, Fax: (435) 673-8484, or email kirt.mcdaniel@jviation.com.

Bid Bond. Guarantee will be required with each bid as a certified check on a solvent bank or a Bid Bond in the amount of five (5) % of the total amount of the bid, made payable to Ephraim City.

Performance & Payment Bond. The successful bidder will be required to furnish separate performance and payment bonds each in an amount equal to 100% of the contract price.

Title VI Solicitation Notice. Ephraim City, 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 no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

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

Contractor shall provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers that were used on the project.

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

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

The bidder or offeror certifies that all 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.

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

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.

Notice Of The 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: 5.1%

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 Utah, Sanpete, Ephraim City.

Federal Fair Labor Standards Act (Federal Minimum Wage)

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

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

Certification of Offeror/Bidder Regarding Debarment. By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Other Federal Provisions Award of contract is also subject to the following Federal Provisions:

- Civil Rights – Title VI Assurance
- Lobbying Federal Employees
- Davis-Bacon Requirements
- Recovered Materials
- Other Federal Provisions included in Part A of the Special Provisions

Ephraim City
Ephraim, Utah