

EASTERWOOD AIRPORT MANAGEMENT

EASTERWOOD AIRPORT

INVITATION TO BID

PROJECT NAME: **Passenger Boarding Bridge Replacement Project**

BID DATE: **March 31, 2022**

BID TIME: **2:00 PM** (local time)

Sealed bids will be received by the **Easterwood Airport, 1 McKenzie Terminal Blvd., College Station, TX 77845 (McKenzie Conference Room)**, until **2:00 PM** (local time), on the bid date, at which time and place all bids will be publicly opened and read aloud. **Bids must be in the possession of the Airport prior to bid time on the bid date. Time of Bid Opening will be 2:00 PM (local time) as recorded by the clock in the McKenzie Terminal conference room at Easterwood Airport. Bids shall be sealed and plainly marked on the outside of the envelope with the project name, bidder's name, bidder's address, bidder's telephone number. ANY BID RECEIVED AFTER THE SPECIFIED TIME WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED.** Bids must be completed and signed in ink in space(s) provided on the enclosed blank bid form(s) or bid will be subject to rejection. Each Bidder must submit with his/her bid security in the amount of five percent (5%) of his/her bid price, subject to the conditions provided in Section 20 of the General Provisions. No Bidder may withdraw his/her bid within ninety (90) calendar days after the actual date of the bid opening.

The bid, with original signatures, and two (2) additional copies are to be submitted in a sealed envelope and the sealed envelope shall be marked as follows:

Easterwood Airport: Do not open until **March 31, 2022**.
Bid for Passenger Boarding Bridge Replacement Project
At Easterwood Airport
to be opened at 2:00 PM, March 31, 2022.

LOCATIONS FOR EXAMINING THE PLANS: Plans and Specifications will be available for review beginning on Tuesday, March 1, 2022 at the following locations:

Easterwood Airport, McKenzie Conference
Room 1 McKenzie Terminal Blvd
College Station, TX 77845

OBTAINING THE PLANS: Complete electronic sets of bid documents may be obtained from ASE.

Aero Systems Engineering
2700 Delk Road SE, Suite 100
Marietta, GA 30067
Ph. (770) 423-4200
robert.pastor@aerosys.net

Electronic File Transfer Protocol:

Microsoft OneDrive is a 'point-to-point' secure file delivery service. Only the original recipient(s) of the message from the server can retrieve the files. The message cannot be forwarded to other recipients. To allow others to retrieve the files, contact the individual listed above and request file transfer to additional recipients.

The plans, specifications, and other contract documents will be made available on **March 1, 2022**.

Each Bidder is individually responsible for the careful examination of the site of the proposed Work, the Proposal, Plans, General Provisions, Technical and Supplemental Specifications, Contract Forms and all requirements of the project. The failure or omission by any Bidder to do so shall in no way relieve any Bidder from any obligation with respect to its bid.

The successful Bidder will be required to submit a Certification of Nonsegregated Facilities prior to award of the Contract, and to notify prospective Subcontractors of the requirement for such Certification where the Subcontract exceeds \$10,000. Samples of the Certification and Notice to Subcontractors appear in the Specifications.

A cashier's check, a certified check or a surety bond in the amount of five percent (5%) of the bid shall accompany the proposal of each bidder. The said check or bond shall be submitted as security that should the bidder be awarded the work, he/she will enter into a contract and furnish the necessary bonds and insurance certificates within twenty (20) days from the date of notice of award and failing to do so, said bid security shall be forfeited to the Owner (Texas A&M University System) as liquidated damages. The check or bond shall be made payable to the Owner. The Owner reserves the right to hold the check or bond of the three lowest bidders until the successful bidder has entered into a contract and furnished the necessary bonds. All other checks or bonds will be returned as soon as the award has been made to the successful bidder. The Owner reserves the right to reject proposals and to waive technicalities as provided in Section 20-08 of the General Provisions.

Performance and Payment Bonds will be required as set forth in the INSTRUCTIONS TO BIDDERS. In addition, the successful bidder shall also furnish to the Owner a Warranty covering defects of material and workmanship for the calendar year following the Owner's approval and written acceptance of the construction.

The proposed contract is contingent upon actual receipt by Easterwood Airport, of adequate funds from the Federal Aviation Administration for the performance of the construction and installation of the airport improvements contemplated by the proposed contract.

Texas A&M University System, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Bidders that it will affirmatively ensure that in any Contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, national origin or sex in consideration for an award.

Texas A&M University System continually strives to develop quality sources for goods and services and encourages all prospective Bidders to respond to the Invitation to Bid. Texas A&M University System reserves the following rights: to accept or reject any or all bids; and to award the Contract to the most responsive and responsible Bidder whose bid is determined by the Owner to be in its best interest.

The Owner reserves the right to defer award of the Contract for a period of 120 days after the date of opening bids or to reject any or all bids. In case of ambiguity or lack of clearness in stating proposal prices, the Owner reserves the right to adopt the most advantageous interpretation thereof and to accept or reject any informalities or irregularities.

Buy American Preferences.

(a) The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs b. (1) or (2) shall be treated as domestic.
2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.
3. Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.

(b) The successful bidder will be required to assure that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen and suppliers in the performance of this contract, except those:

1. that the US Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
2. that the US Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or
3. that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of Texas A&M University System to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirement of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of 12 percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of 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 participating; (4) written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts.

DBE participation in this contract may be in form of a prime contract, subcontract, joint venture, or another arrangement that qualifies under 49 CFR Sections 26.55, "How is DBE participation counted toward goals?" or 26.53 (g), both of which included as Attachment 1.

After bid opening and before award of the Contract, those bidders/proposers that have submitted a Contract price that has been determined to be reasonable will be asked by the Owner, as a condition of remaining in competition for the award, to submit within 10 days the names of the DBEs they propose to use, the type of subcontract work each DBE will perform and the dollar value of each proposed DBE subcontract. The Contractor shall utilize DBEs certified through the Texas Unified Certification Program (TUCP) for all DBE subcontract work.

The proposed Contract is under and subject to Executive Order 11246 of September 24, 1965, and the Equal Opportunity Clause. The bidder's (proposer's) attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth in the specifications.

The bidder (proposer) must supply all the information required by the bid or proposal form.

The successful bidder will be required to submit a Certification of Nonsegregated Facilities prior to award of the Contract, and to notify prospective subcontractors of the requirement for such a certification where the amount of the Subcontract exceeds \$10,000. Samples of the Certification and Notice to Subcontractors appear in the specifications.

Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards or requirements for the employment of minorities.

For Contracts of \$50,000 or more, a Contractor having 50 or more employees and his Subcontractors having 50 or more employees and who may be awarded a Subcontract of \$50,000 or more, will be required to maintain an affirmative action program within 120 days of the Contract.

Preaward Equal Opportunity Compliance Reviews. Where the bid of the apparent low responsible bidder is in the amount of \$1 million or more, the bidder and his known all-tier Subcontractors which will be awarded Subcontracts of \$1 million or more will be subject to full on-site, pre-award equal opportunity

compliance reviews before the award of the Contract for the purpose of determining whether the bidder and his Subcontractors are able to comply with the provisions of the equal opportunity clause.

Compliance Reports. Within 30 days after award of this Contract, the Contractor shall file a compliance report (Standard Form 100) if:

- a. The Contractor has not submitted a compliance report within 12 months preceding the date of the award; and
- b. The Contractor is within the definition of "employer" in Paragraphs 2e(3) of the instructions included in Standard Form 100.

The Contractor shall require the Subcontractor on all-tier Subcontracts, irrespective of dollar amount, to file Standard Form 100 within 30 days after award of the Subcontract if the above two conditions apply. Standard Form 100 will be furnished upon request.

END OF ITEM INV

TEXAS A&M UNIVERSITY SYSTEM

EASTERWOOD AIRPORT

INSTRUCTIONS TO BIDDERS

I. GENERAL

- A. This project is to be financed in part by Passenger Facility Charge. Award of contract is subject to the approval of the Federal Aviation Administration (FAA) and Texas A&M University System (hereinafter called "Owner").

B. Compliance with Law

1. The Bidder covenants and agrees that he and his/her agents and employees will comply with all municipal, state and federal laws, applicable national and local codes, Owner rules and regulations applicable to the work to be conducted under this Agreement and that he shall obtain all necessary permits, pay all required fees and taxes, and otherwise perform these services in a legal manner. Owner rules and regulations are available on request. The Bidder is assumed to be familiar with all federal, state and local laws, ordinances, Owner rules and regulations that in any manner affect the work. Ignorance on the part of the Bidder will in no way relieve him/her from responsibility.
2. Bidder certifies that all material, equipment, etc., contained in his/her proposal meets all OSHA, FAA and Owner requirements.

C. General Bond Requirements:

1. The Proposal Guaranty shall be as specified; only the Proposal Bond and Surety's Bond Affidavit as bound within these documents or a Cashier's Check is acceptable. Each separate proposal shall be accompanied by a Cashier's Check or Proposal Bond on the form provided herein in the amount of **5 percent (5%) of the total amount bid**, made payable to **Texas A&M University System**. If a Proposal Bond is provided in lieu of a Cashier's Check, it must be accompanied by a valid Power of Attorney indicating that the person signing the bond on behalf of the Surety has full legal authority to do so.
2. The amount of such bond or the check of the Bidder whose proposal is accepted shall be forfeited and paid to the Owner as liquidated damages if said Bidder fails to enter into a Contract with the Owner and to furnish the required executed Contracts, Certificates of Insurance and Performance and Payment Bonds within twenty (20) calendar days after the date of the Notice of Award and Acceptance of the Proposal.
3. Contract Payment and Performance Bonds shall be as specified; only the Payment and Performance Bonds and Surety's Bond Affidavit as bound within these Contract Documents are acceptable.

D. Insurance Requirements:

1. Insurance requirements shall be as specified in the Special Conditions, Section 2.

II. NONDISCRIMINATION AND SEGREGATED FACILITIES

- A. Each Bidder shall complete, sign and include in his/her Proposal the Equal Employment Opportunity Report Statement and Certification of Nonsegregated Facilities. A Proposal may be considered nonresponsive and may be rejected if it fails to furnish required data. When a determination has been made to award a Contract to a specific Contractor, such Contractor shall, prior to award, furnish such other pertinent information regarding his/her own employment policies and practices as the Federal Aviation Administration (FAA), the Owner, or the Secretary of Labor may require. Contractor shall require similar compliance with its subcontractors. Where the Contract Price is \$10,000.00 or greater, Contractor shall comply with Part 152 of the Federal Aviation Regulations (FAR) as amended and specifically FAR 152.411(c) and (d), incorporated herein by this reference. All such information required of a subcontractor shall be furnished by the Bidder.
- B. The Equal Employment Opportunity Report Statement, Certification of Nonsegregated Facilities, Equal Opportunity Clause, and all other EEO requirement shall be included in all nonexempt subcontracts entered into by the Bidder. Subcontracts entered into by Bidder shall also include all other applicable labor provisions. No subcontract shall be awarded to a noncomplying subcontractor.
- C. **Affirmative Action:** If the Contract is an aviation-related activity as defined in 14 CFR Part 152, and is a Construction Contract of \$10,000.00 or more, Contractor assures that it will undertake an Affirmative Action Program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in or receiving the services or benefits of any program or activity covered by this subpart. Bidder assures that it will require that its covered sub organizations provide assurances to the Bidder that they similarly will undertake Affirmative Action Programs and that they will require assurances from their sub organizations, as required by 14 CFR Part 152, Subpart E to the same effect.
- D. Bidders must comply with the President's Executive Order No. 11246, which prohibits discrimination in employment regarding race, creed, color, sex or national origin.
- E. In addition, the Bidder will also insert in each of his/her subcontracts a clause requiring the subcontractor to include these provisions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

III. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A. **General:** Bidders are advised that this project required the Owner to submit and FAA to approve a DBE Program.
- B. **DBE Obligation:** The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of Texas A&M University System to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of **12 percent** has been

established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

- C. DBE Expectancies:** Contract expectancies are expectancies established for each specific prime Contract with subcontracting possibilities. The Bidder shall make good faith efforts to subcontract **12 percent** of the dollar value of the prime Contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE). In the event that the Bidder for this solicitation qualifies as a DBE, the Contract goal shall be deemed to have been met. Individuals who are rebuttably presumed to be socially and economically disadvantaged include: (i) “Black Americans,” which includes persons having origins in any of the Black racial groups of Africa; (ii) “Hispanic Americans,” which includes persons Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race; (iii) Native Americans, “ which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians; (iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tongam, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong; (v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka; (vi) Women; (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective. The apparent successful competitor will be required to submit information concerning the DBEs that will participate in this Contract. The information will include the name and address of each DBE, a description of the work to be performed by each named firm, and the dollar value of the Contract. If the Bidder fails to achieve the Contract expectancy stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so. A Proposal that fails to meet these requirements will be considered nonresponsive.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of 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 participating; (4) written documentation of the bidder/offeror’s commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts.

- D. Definition of DBE:** A DBE is a small business that is both owned and controlled by minorities or both owned and controlled by women. This means that 51 percent of the business must be owned by minorities and/or women and that they must control the management and daily operation of the business.

E. Contractor Efforts to Meet DBE Subcontract Expectancies:

1. Bidders that have not met the expectancy stated in the DBE Expectancies section but wish to remain in competition must provide the Owner with written statements as to the reasons that the expectancy was not met. Those efforts may include, but are not necessarily limited to, the following:

- a. Whether the Contractor attended any pre-solicitation or pre-bid meetings that were scheduled by the Owner to inform DBEs of contracting and subcontracting opportunities;
- b. Whether the Contractor advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- c. Whether the Contractor provided written notice to a reasonable number of specific DBEs certified by the Owner that their interest in the Contract was being solicited in sufficient time to allow the DBEs to participate effectively;
- d. Whether the Contractor followed up initial solicitations of interest by contacting DBEs certified by the Owner to determine with certainty whether the DBEs were interested;
- e. Whether the Contractor selected portions of the Work to be performed by DBEs certified by the Owner in order to increase the likelihood of meeting the good faith efforts and, in the case of federally funded projects, the DBE expectancy (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
- f. Whether the Contractor provided interested DBEs certified by the Owner with adequate information about the Plans, Specifications, or requirements of the Contract;
- g. Efforts made by the Bidder to negotiate with DBEs certified by the Owner for specific subcontract work, including but not limited to:
 - (1) Names, addresses and phone numbers of DBEs that were contacted in this regard.
 - (2) A description of the information provided to DBEs regarding the Contract Documents pertaining to the subcontract work proposed to be performed.
 - (3) A statement as to why additional agreements were not reached with DBE firms.
- h. Whether the Contractor negotiated in good faith with interested DBEs certified by the Owner; not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
- i. Whether the Contractor made efforts to assist interested DBEs certified by the Owner in obtaining bonding, lines of credit, or insurance required by the recipient or Contractor; and
- j. Whether the Contractor effectively used the services of available minority community organizations; minority contractors' groups; local, state and federal minority business assistance offices; and other organizations that provide

assistance in the recruitment and placement of DBEs.

F. Certification of Eligibility of DBEs: To ensure that DBEs are eligible, any DBE that wishes to participate must provide an eligibility certification to the Owner.

1. The City will accept any firm certified as a DBE under an authorized federal, state or local DBE certification program.
2. Any firm having questions regarding its eligibility as a DBE should contact the Owner regarding the certification requirements if it wishes to compete as a bona fide DBE under this Contract.

G. Bidder's DBE Assurance: Each Bidder shall submit a written assurance of its ability to meet the prescribed expectancy in its proposal. Proposals received that do not contain this assurance or have not given acceptable reasons for not meeting the expectancy will be considered nonresponsive and may be ineligible for award of the Contract.

IV. EXAMINATION OF CONDITIONS AFFECTING WORK

A. Prior to submitting a proposal, each Bidder shall examine and thoroughly familiarize him/herself with all existing conditions, including all applicable laws, codes, ordinances, rules and regulations that will affect his/her work. Bidders shall visit the project site, examine the grounds and all existing buildings, utilities, pavements and systems and shall ascertain all conditions that will in any manner affect work. Bidders shall ask the Architect/Engineer, in writing, for any additional information deemed necessary for them to be fully informed as to exactly what is to be expected prior to submitting a proposal.

V. INTERPRETATIONS

A. Each Bidder shall carefully examine the plans and the Contract Documents and all Addenda or other revisions and thoroughly familiarize him or herself with the detailed requirements prior to submitting a proposal. Should a Bidder find discrepancies or ambiguities in, or omission from, the Contract Documents, or should he be in doubt as to their meaning, he shall at once, and in any event, not later than seven days prior to receipt of bid, notify the Architect/Engineer in writing who will send written Addenda to all Bidders where necessary. Bidders shall not be entitled to rely upon any oral instructions or interpretations by the Architect/Engineer. All Addenda sent to Bidders will become a part of the Contract Documents. All technical inquiries shall be directed to **AERO Systems Engineering, 2700 Delk Road SE, Suite 100, Marietta, Georgia 30067 Attention: Mr. Robert Pastor**. No allowance will be made after proposals are received due to oversight by Bidder.

VI. SUBSTITUTIONS

A. The materials, products and equipment described in the Contract Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. The Bidder is responsible for assuring that all supplies, subcontractors, and vendors conform to the Contract requirements.

B. No substitution will be considered prior to receipt of bids unless written request for approval has been submitted in the proper format not less than seven (7) days prior to the receipt of bids. The burden of proof of the merit of the proposed substitution is upon the Bidder. The Architect/Engineer's decision of approval or disapproval of a proposed substitution is final.

In making requests for substitutions, the Bidder shall list the particular system, product, or material he wishes to substitute, and the justification for such a request. Requests submitted shall include any and all adjustments of that any other work affected thereby.

C. If the Architect/Engineer approves any proposed substitution prior to receipt of bids, such approval will be set forth in an Addenda. Bidders shall not rely on approvals made in any other manner.

D. No substitutions will be considered after the receipt of bids except as specifically provided for in the Contract Documents.

VII. PREPARATION AND SUBMISSION OF PROPOSAL

- A. Sealed Proposals for the construction of the Project generally described will be received until the time and date stated in the "Invitation to Bid."
- B. The Proposal shall be on the "Proposal Forms" provided; no other forms are acceptable, except as follows. The Bid Schedule, located on pages P-31 to P-36 may be submitted on the forms provided or by submitting an electronically printed version. The electronically printed Bid Schedule must have pay items in the same order and with the exact same information found on the Bid Schedule found within these documents. The Bidder is responsible for incorrect information and will be considered non-responsive if pay items are changes in wording or order on the electronically printed form. Electronically printed Bid Schedules may not be submitted electronically.
- C. Due to the allocation of funds, successful Bidders will be required to provide verified breakdown of costs of Work in a manner acceptable to the Architect/Engineer and Owner.
- D. Each proposal submitted shall be placed in a sealed opaque envelope plainly marked with the Project numbers, location of airport, and name and business address of the Bidder on the outside. When sent by mail, preferably registered, the sealed Proposal, marked as indicated above, shall be enclosed in an additional envelope and sent by registered mail with return receipt requested. The Owner will in no way be responsible for delays caused by the U. S. Postal service or any other deliverer of the Proposal, or for delay received on or before the time and at the place designated in the "Invitation to Bid". Proposals received after the specified opening time shall be returned to the Bidder unopened. The envelope shall contain the signed original and two complete copies of:

<u>Page(s)</u>	<u>Title</u>
P - 1 thru P - 2	Proposal Form
P - 3	Proposal Affidavit
P - 4	Proposal Bond (or Cashier's Check)
P - 5	Surety's Bond Affidavit (on Forms Provided)
P - 6	Equal Employment Opportunity Report Statement
P - 7	Certification on Non-Segregated Facilities
P - 8	Certification of Bidder Regarding Equal Employment Opportunity
P - 9	Disadvantaged Business Enterprises Plan
P - 10 thru P - 12	Statement of Bidder's Qualifications
P - 13	DBE Subcontractor Solicitation

P - 14	DBE Intent to Perform as a Subcontractor
P - 15	Disadvantaged Business Enterprise (DBE) Utilization
P - 16	Letter of Intent
P - 17	Non-Collusion Affidavit
P - 18 thru P - 20	Bid Schedule
P - 21	Conflict of Interest Questionnaire

- E.** The Bidder must submit his/her Proposal on the forms furnished by the Owner, except as noted in paragraph B above. All blank spaces in the Proposal forms must be correctly filled in where indicated and the Bidder must state the price(s) (written in ink) both in words and numerals. If an electronically printed Bid Schedule is submitted, the price must be shown in both words and numerals. The words, unless obviously incorrect, will govern.
- F.** Proposals shall be submitted as indicated in the "Proposal Form" and shall be signed in blue ink by an official of the firm submitting the Proposal.
- G.** Erasures or other changes in a Proposal shall be explained or noted over the initials or signature of the Bidder.
- H.** Proposals containing reservations, conditions, omissions, unexplained erasures or alternations, items not required in the bid or irregularities of any kind may be rejected by the Owner.
- I.** Each proposal shall indicate the full business name and address of the Bidder and shall be signed by him/her with his/her usual signature.
- J.** A proposal submitted by a partnership shall list the names of all partners and shall be signed in the partnership name by one of the members of the partnership.
- K.** A proposal submitted by a corporation shall be executed in the legal name of the corporation and signed by the President or Vice President. The name of each person signing the Proposal shall be typed or printed below the signature.
- L.** When requested by the Owner, a Power of Attorney or other satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished for the Owner's records.
- M.** The Bidder must supply all information required.
- N.** The Proposal must be accompanied by a Proposal Bond and Surety's Bond Affidavit executed on the forms provided or a Cashier's Check payable to the Owner in an amount equal to not less than five percent (5%) of the bid. If a Bidder withdraws its Proposal within 90 days from the date on which bids are opened, or if a Bidder is awarded the Contract but fails, refuses or neglects to execute the Contract or to furnish acceptable and required Certificates of Insurance, and Payment and Performance Bonds within 20 days after receipt of written Notice of Award and Acceptance, then the amount of this Bond or check shall be paid to, or retained by the Owner as liquidated damages.
- O.** Proposals which are electronically transmitted will not be accepted.

VIII. TAX EXEMPT CERTIFICATE

- A. If the Bidder desires a tax-exempt certificate, it may be obtained from the owner.

IX. DISQUALIFICATION OF BIDDERS

- A. Bidders will be disqualified and their proposals not considered for any of the following reasons:
1. Where more than one proposal for an individual, firm, partnership or corporation is filed under the same or different names and where such proposals are not identical in every respect;
 2. Reasonable grounds for believing that any bidder is interested in more than one proposal for work contemplated or materials to be furnished;
 3. Reason for believing that collusion exists among the bidders;
 4. Where the bidder has an interest in any litigation or arbitration claim against the Owner or Architect/Engineer or has defaulted on a previous Contract;
 5. Lack of competency, as revealed by the Statement of Bidder's Qualifications, etc.;
 6. Uncompleted work which, in the judgment of the Owner, will hinder or prevent the prompt completion of additional work, if awarded.

X. SURETY BONDS

- A. With the execution and delivery of the Contract, the Bidder shall furnish and file with the Owner in the amounts herein required the following surety bonds:

Performance Bond and Labor and Materials Payment Bond, if the total awarded Contract price exceeds \$25,000.00, in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract and for the payment of all persons, firms or corporations to whom the Bidder may become legally indebted for labor, materials, tools, equipment or services of any nature including utility and transportation services, employed or used by him/her in performing the work.

The warranty shall begin on the date of official acceptance of the completed installation by resolution of the Owner.

No surety will be accepted who is now in default or delinquent on any bond or who is interested in any litigation or arbitration claim against the Owner. All bonds shall be made on forms furnished herein and shall be executed by surety companies licensed to do business in the State of Texas and acceptable to the Owner. Each bond shall be executed by the Bidder and the surety and the bonds shall bear the same date as, or a date subsequent to that of the Contract.

Should any surety on the Contract be determined unsatisfactory at any time by the Owner, notice will be given to the Bidder to that affect and the Bidder shall forthwith substitute a new surety or sureties satisfactory to the Owner. No payment will be made under the Contract until the new surety or sureties, as required, have qualified and been accepted by the Owner. The Contract shall not be operative nor shall any

payments be due until approval of the bond has been made by the Owner.

Contractor's Liability Insurance Requirements. The Bidder shall provide with the proposal a listing of general liability, automobile liability, excess liability, worker's compensation, property hazard, and miscellaneous insurance coverage the Bidder currently has and normally has in force, under the column "Bidder's Present Insurance Coverage" along with a copy of a Certificate of Insurance as verification of that coverage. In addition, the bidder shall provide any additional premium cost for each of those items listed under the column "Insurance Requirements for this Project" on the Insurance Form issued by the agent or insurance carrier for that coverage.

In the event the Owner determines that the low bidder's coverage in force is inadequate, the Owner may require the low bidder to procure the additional coverage in the amounts specified by the Owner in the Insurance Forms. The cost of premiums for such additional coverage shall be considered subsidiary to the contract bid.

In the event the low bidder is unable, after diligent effort, to procure such additional coverage as may be required by the Owner, the Owner may reduce the amount of additional coverage required or terminate the contract for the convenience of the Owner or elect to contract with the next apparent lowest bidder.

XI. THIRD-PARTY COVERAGE

A. The bidding documents require the Bidder to name the Architect/Engineer and the Owner as additional insureds. The cost of premiums for such additional coverage shall be considered subsidiary to the contract bid.

END OF ITEM ITB

TEXAS A&M UNIVERSITY SYSTEM

EASTERWOOD AIRPORT

INFORMATION FOR BIDDERS

Bidders Qualifications

The Owner may make such inquiries as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish the Owner with all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

Bid Security

Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his/her bid. The bid bond and surety's Power of Attorney must both carry the date of the bid opening.

Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within 20 days after he has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security/bid bond deposited with his/her bid.

Time of Completion and Liquidated Damages

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed", from the Owner and to complete the project entitled "*Taxiway A Realignment Phase 1*" within the time stated in the contract documents and perform the work in accordance with the specifications, unless otherwise approved by Texas A&M University System or designee (Project Manager), or as hereinafter provided in the General Provisions, Section 80 of these Specifications. Bidder must agree also to pay as liquidated damages, the sum as specified in the General Provisions, Paragraph 10-27A for each calendar day, or time, beyond the scheduled phase of work or total days and any time frame permitted for contract completion for the project entitled "*Taxiway A Realignment Phase 1*" has not been completed within the time stated in the contract documents or has not been performed in accordance with the specifications, unless otherwise approved by Texas A&M University System or designee (Project Manager), or as hereinafter provided in the General Provisions, Section 80 of these Specifications.

Conditions of Work

Each bidder must be informed fully of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible, the Contractor, in carrying out his/her work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. **Every request for such interpretation should be in writing addressed to:** Mr. Robert Pastor, Aero Systems Engineering, 2700 Delk Road SE, Suite 100, Marietta, GA 30067. An email may also be sent to robert.pastor@aerosys.net. Use subject "Easterwood Airport Interpretation." To be given consideration it must be received at least seven days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

Security for Faithful Performance

Simultaneously with his/her delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the documents included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

Method of Award – Lowest Qualified Bidder

Award of this contract will be based upon a combination of the base bid and all additive alternates. Texas A&M University System reserves the right to accept the base bid and any combination of alternates that does not exceed the amount of funds available for the project. Notwithstanding the foregoing, Texas A&M University System reserves the right to reject any and all bids.\

Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the sites and to have read and to be thoroughly familiar with the plans and contract documents, including all addenda. The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his/her bid.

Prevailing Wages:

The Prevailing Wage Rates shall be in accordance with the Mandatory Contract Provisions, Davis-Bacon Act Requirements and the DB General Decision TX20210007 – Heavy and Highway.

END OF ITEM IFB