

**TOWN OF PITTSFIELD**  
**Request for Proposals**  
**Municipal Airport Crack Sealing**

The Town of Pittsfield is requesting proposals from contractors for crack sealing at our airport. Proposals are due by 11:00 am on Friday, October 16, 2020. Copies of the RFP may be obtained from the Town of Pittsfield, 112 Somerset Avenue, Pittsfield, ME 04967 (487-3136) or downloaded from <http://www.pittsfield.org>



**TOWN OF PITTSFIELD**

**REQUEST FOR PROPOSAL**

**FOR**

**2020 Municipal Airport Crack Sealing**

**October 06, 2020**

# TOWN OF PITTSFIELD

## REQUEST FOR PROPOSAL

### NOTICE TO INTERESTED PARTIES

October 06, 2020

1. Quotations will be received at the Pittsfield Town Office, 112 Somerset Avenue, Pittsfield, Maine 04967 until Friday, October 16, 2020 at 11:00 am. All quotations shall be submitted in sealed envelopes and be plainly marked **"2020 Municipal Airport Crack Sealing"** No quotations will be accepted by facsimile (FAX) or e-mail transmission.

2. Quotations will be opened publicly by the Town Manager or her designated representative on Friday, October 16, 2020 at 11:00 am.

3. The successful individual or firm must provide proof with their proposal that he/she/it is adequately covered by insurance as follows:

a. The individual or firm will serve in the capacity of an independent contractor and will maintain insurance to protect it and the Town from any and all claims for personal injury and property damage, and for claims under the Workers' Compensation Acts for the term of the contract.

b. Comprehensive General Liability insurance policy with the following limits of coverage:

Bodily Injury: \$1,000,000

Property Damage: \$400,000

Aggregate: \$1,000,000 of all claims per occurrence

c. Comprehensive Automobile insurance policy with the following limits:

Bodily Injury: \$1,000,000

Property Damage \$ 400,000 per occurrence

d. All insurances must be issued by an insured licensed, authorized and maintaining an office to do business in the State of Maine.

4. The Town of Pittsfield assumes no liability for any costs incurred by respondents or in responding to requests for additional information or interviews prior to the issuance of a contract.

5. All proposals for 2020 Municipal Airport Crack Sealing for the Town of Pittsfield must include the following:

- a. Detailed Work History;
- b. Three (3) or more Contract Work References;
- c. Qualifications and experience with providing requested equipment and services in other towns;
- d. Proof of insurance; and

e. A completed bid form detailing the cost to provide services.

6. The Town of Pittsfield reserves the right to reject any or all quotations, to waive any formality or technicality in the quotations, and to accept the quotation which is deemed to be in the best interest of the Town.

7. The successful bidder will be required to sign the Town's Standard Services Contract.

8. Questions regarding this RFP can be sent to [publicworks@pittsfield.org](mailto:publicworks@pittsfield.org). Answers will be shared with those who have sent previous questions to this email address.

## TOWN OF PITTSFIELD

### 1. SCOPE OF SERVICES

The work consists of crack sealing all cracks on the entire active runway and taxiway at various locations at the Town of Pittsfield's Municipal Airport. All work including preparation and application must be completed in compliance with **FAA Advisory Circular No. 150/5380-6C and Buy American Preference as detailed in the attached Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects pages 2 – 6 issued on June 19, 2018 including the required certificate**

Pending bid price, additional quantities may be added.

**THE ATTENTION OF THE BIDDERS** is called to the fact that safety and security of the Airport is of prime concern at all times, and this Contract is subject to restrictions to this end as set out by the Contract Documents. Bidder shall use an air compressor with an operable oil and water trap to clean all cracks with compressed hot air. All work will be accomplished during daylight hours.

**SAFETY:** It shall be the responsibility of the Contractor to provide an experienced Job Superintendent on site to supervise the operation.

**BID AWARD:** The bidder with the lowest price per pound of crack sealing proposal will be announced at the bid opening. This announcement does not guaranty bid award. The project will not be awarded for contract until it is determined that the bidder and any or all sub-contractors can meet or exceed all specifications and requirements of the airport.

**PROJECT TIMELINE:** This project shall be completed and billed by December 31, 2020. Site Visit: Site visits may be scheduled by contacting Steven Vance, Public Works Foreman at 207-487-6942. The Town of Pittsfield reserves the right to waive any formalities and the right to reject any or all bids.

Note: Site visits are encouraged before submitting proposals. To setup a site visit contact Steven Vance at 207-487-6942 or [publicworks@pittsfield.org](mailto:publicworks@pittsfield.org).

## **2. PROCEDURE FOR SUBMITTING PROJECT PROPOSALS**

### A. Time, Place and Format

Proposals must be received by the Town at the Town Office no later than 11:00 am on Friday, October 16, 2020. Proposals received in the mail or in-person after 11:00 am on that date, regardless of their postmarks, will be rejected. Proposals must:

- Show page numbers for all pages in the proposal
- Be on 8-1/2"x11", white paper
- Be submitted in an envelope which clearly states "**2020 Municipal Airport Crack Sealing**" and identifies the proposer
- The envelope must be addressed as follows:  
Town of Pittsfield  
Attn: Town Clerk  
112 Somerset Ave.  
Pittsfield, ME 04967
- If hand-delivered, the envelope must be delivered to the Clerk desk in the Town Office.

### B. Opening of Responses

All proposals will be opened on Friday, October 16, 2020 at 11:00 am.

## **3. DATA TO BE SUBMITTED WITH PROJECT PROPOSALS**

The content and sequence of the information contained in the proposal shall be as follows:

### A. Letter of Transmittal

Include your firm's understanding of the work to be performed. In addition, state why your firm believes itself to be the best qualified to perform the services requested. Also, state the Management Contact (Representative authorized to sign an agreement for your firm).

### B. Table of Contents

Include clear identification of the material by section and by page number.

### C. Summary Sheet

- Provide name, title, experience and qualifications of the personnel who will be assigned to the project.
- Provide the resume of the Management Contact with the Town.

#### D. Allocation of Resources

Indicate how the resources of your firm (e.g., number and type of personnel allocated by hours) will be allocated for this project.

#### E. Scope of Work

Proposals must address all items set forth in the Scope of Services section. Additional information which, in your opinion, should be included must be clearly identified. The items must be addressed in the order in which they appear in the Scope of Services section.

#### F. References

Each firm must include the following references:

- List similar services performed as the prime consultant for all similar organizations/entities in the last five years and when performed. Show names of organizations, and names and telephone numbers of persons who can be contacted with regard to the services you have provided.
- List all similar public agencies for which contracts were terminated in the last three years. Show names of organizations, and names and telephone numbers of persons who can be contacted. Firms may provide a brief explanation of the reason(s) for the terminations.

#### G. Cost

Provide a cost breakdown for work to be performed and equipment to be delivered including financing if applicable.

# Town of Pittsfield

## 2020 Municipal Airport Crack Sealing Required BID FORM

Please fill in the following:

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

Company Address: \_\_\_\_\_

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

Signature of Authorized Individual: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Dated: \_\_\_\_\_

\$ Per pound crack sealing applied \_\_\_\_\_

Estimated number of Pounds to complete project \_\_\_\_\_

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 non-SMSA Somerset County.

### **BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

### **BUY AMERICAN PREFERENCE**

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

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

**CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY**

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

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

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

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

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

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

**Required Documentation**

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

- a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and

products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

**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 that 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