

63 **INVITATION FOR BIDS**

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65 **Salina Regional Airport**  
66 **Salina, Kansas**  
67 **AIP Project No. 3-20-0072-047/049**  
68

69 Sealed bids, subject to the conditions contained herein, for improvements to the Salina Regional  
70 Airport, Salina, Kansas, AIP Project No. 3-20-0072-047/049 will be received by the Salina Airport  
71 Authority, at the Salina Regional Airport, M.J. Kennedy Air Terminal Administration Office, 3237  
72 Arnold Avenue, Salina, Kansas 67401, until Monday, May 22, 2023, at 2:00 p.m., and then publicly  
73 opened and read aloud.

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75 The work involved will include the following:

- 76  
77 Schedule I - Construct New Aviation Fuel Facility  
78 Schedule II - Relocate Self-Serve Dispenser and Tank  
79 Schedule III - Partially Remove and Decommission Existing Fuel Facility  
80 Bid Alternate No. 1 - SAF Tanks  
81 Bid Alternate No. 2 - De-Fuel Tank  
82

83 Below is a summary of the major equipment the will be acquired and installed during this project in  
84 the new fuel farm facility:

- 85  
86 - Two, 30K Gallon SAF Tanks  
87 - Four, 30K Gallon Jet-A Tanks  
88 - Two, 20K Gallon Jet-A Defuel Tanks  
89 - One, 12K Gallon AvGas  
90

91 Construction for this project is expected to take 260 calendar day(s).  
92

93 **Project Plans and Contract Documents.** The complete set of Plans and Contract Documents can  
94 be downloaded from Jviation, Inc.'s bid site for free at <http://bid.jviation.com>, beginning on April  
95 17, 2023. In order to submit a responsive bid as a Prime Contractor and to receive all necessary  
96 addendum(s) for this project, you must be on the Planholder's List. To view all planholder documents  
97 (contract documents, plans and addendums) you must fill out the online form located at  
98 <https://jviation.com/bid-request/>. By filling out and submitting this form, you agree to be publicly  
99 listed on the bid site with your contact information as a planholder for all projects requested. **It is the**  
100 **planholder's responsibility to review the site for addendums and changes before submitting**  
101 **their proposal. This includes review for environmental changes. Environmental changes**  
102 **during construction could take up to four weeks for approval.** For additional information, please  
103 contact us via email at [bid.info@woolpert.com](mailto:bid.info@woolpert.com).  
104

105 \*Note that contractors will NOT be automatically added to new projects. You will need to re-submit  
106 the online form for access to new projects. Once granted access, additional projects will use your same  
107 login credentials. **Note:** Plan ahead when submitting the online request form and allow up to 2  
108 business days for approval and access to projects.  
109

110 **Pre-Bid Conference.** The pre-bid conference for this project will be held on April 21, 2023 at 11:00  
111 a.m., in the Hangar 600 Conference Room at the Salina Regional Airport, 2720 Arnold Court, Salina,

112 Kansas, 67401. All bidders are required to examine the site to become familiar with all site conditions  
113 prior to submitting their bid.

114  
115 Bidder are encouraged to attend the bid opening in person. The pre-bid conference will be broadcast  
116 virtually using the link below:

117  
118 **Please join my meeting from your computer, tablet or smartphone.**

119 <https://meet.goto.com/504799725>

120  
121 You can also dial in using your phone.

122 Access Code: 504-799-725

123 United States: +1 (408) 650-3123

124  
125 **Bid Conditions.** The bidder is required to provide all information as required within the Contract  
126 Documents. The bidder is required to bid on all items of every schedule or as otherwise detailed in  
127 the Instructions to Bidders.

128  
129 Bids may be held by Salina Airport Authority for a period not to exceed 90 calendar days from the  
130 date of the bid opening for the purpose of evaluating bids prior to award of contract.

131  
132 The right is reserved, as Salina Airport Authority may require, to reject any and all bids and to waive  
133 any informality in the bids received.

134  
135 All questions regarding the bid are to be directed to Alex Nodich and Collin Petri with Jviation, A  
136 Woolpert Company, at alex.nodich@woolpert.com and collin.petri@woolpert.com.

137  
138 **Bid Bond.** Guarantee will be required with each bid as a certified check on a solvent bank or a Bid  
139 Bond in the amount of five (5) % of the total amount of the bid, made payable to the Salina Airport  
140 Authority.

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

144  
145 **Airport and Airway Improvement Act of 1982 as Amended.** In accordance with the Davis-Bacon  
146 Act, as amended, the Contractor will be required to comply with the wage and labor requirements and  
147 to pay minimum wages in accordance with the schedule of wage rates established by the United States  
148 Department of Labor.

149  
150 **Equal Employment Opportunity and Affirmative Action Requirement.** The proposed contract  
151 is under and subject to 41 CFR Part 60-4 and Executive Order 11246 of September 24, 1965, as  
152 amended, and to the equal opportunity clause and the Standard Federal Equal Employment  
153 Opportunity Construction Contract specifications including the goals and timetables for minority and  
154 female participation.

155  
156 **Title VI Solicitation Notice:** The Salina Airport Authority, in accordance with the provisions of  
157 Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the  
158 Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any  
159 contract entered into pursuant to this advertisement, disadvantaged business enterprises will be  
160 afforded full and fair opportunity to submit bids in response to this invitation and no businesses will

161 be discriminated against on the grounds of race, color, national origin (including limited English  
162 proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in  
163 consideration for an award.

164

165 **DBE Requirement.**

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167 **Bid Information Submitted as a matter of responsiveness:**

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

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

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

185

186 The bidder shall make good faith efforts, as defined in Appendix A of 49 CFR Part 26, Regulations  
187 of the Office of the Secretary of Transportation, to subcontract 9.10 % of the dollar value of the  
188 prime contract to small business concerns owned and controlled by socially and economically  
189 disadvantaged individuals (DBE). In the event that the bidder for this solicitation qualifies as a  
190 DBE, the contract goal shall be deemed to have been met. Individuals who are rebuttably  
191 presumed to be socially and economically disadvantaged include, women, Black Americans,  
192 Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.  
193 The apparent successful bidder will be required to submit information concerning the DBE's that  
194 will participate in this contract. The information will include the name and address of each DBE,  
195 a description of the work to be performed by each named firm, and the dollar value of the contract.  
196 If the bidder fails to achieve the contract goal stated herein, it will be required to provide  
197 documentation demonstrating that it made good faith efforts in attempting to do so. A bid that  
198 fails to meet these requirements will be considered non-responsive. Those firms currently certified  
199 as DBE's by the Kansas Department of Transportation are eligible to participate as DBE's on this  
200 contract. A list of these firms can be obtained from the State, the consulting engineer, or the  
201 Sponsor.

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203 **FAA Buy American Preference**

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

211  
212 The bidder or offeror must complete and submit the certification of compliance with FAA’s Buy  
213 American Preference, BABA and Made in America laws included herein with their bid or offer. The  
214 Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a  
215 completed certification of compliance with FAA’s Buy American Preference and BABA.

216  
217 The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or  
218 supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious  
219 materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are  
220 or consist primarily of: non-ferrous metals; plastic and polymer-based products (including  
221 polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass  
222 (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

223  
224 <sup>1</sup> Per Executive Order 14005 “Made in America Laws” means all statutes, regulations, rules, and Executive Orders relating  
225 to federal financial assistance awards or federal procurement, including those that refer to “Buy America” or “Buy  
226 American,” that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced  
227 in the United States, including iron, steel, and manufactured products offered in the United States.

228  
229 **Trade Restriction Certification**

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

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

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

244 The Offeror/Contractor must provide immediate written notice to the Owner if the  
245 Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when  
246 submitted or has become erroneous by reason of changed circumstances. The Contractor must

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247 require subcontractors provide immediate written notice to the Contractor if at any time it learns  
248 that its certification was erroneous by reason of changed circumstances.

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

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

257 Nothing contained in the foregoing shall be construed to require establishment of a system of  
258 records in order to render, in good faith, the certification required by this provision. The knowledge  
259 and information of a contractor is not required to exceed that which is normally possessed by a  
260 prudent person in the ordinary course of business dealings.

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

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

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271 **Notice Of The Requirement For Affirmative Action To Ensure Equal Employment**  
272 **Opportunity**

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274 1) The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the  
275 "Standard Federal Equal Employment Opportunity Construction Contract Specifications"  
276 set forth herein.

277 2) The goals and timetables for minority and female participation, expressed in percentage terms  
278 for the Contractor's aggregate workforce in each trade on all construction work in the  
279 covered area, are as follows:

280 **Timetables**

281 Goals for minority participation for each trade: 10.0%

282 Goals for female participation in each trade: 6.9%

283 These goals are applicable to all of the Contractor's construction work (whether or not it is Federal  
284 or federally assisted) performed in the covered area. If the Contractor performs construction work  
285 in a geographical area located outside of the covered area, it shall apply the goals established for such  
286 geographical area where the work is actually performed. With regard to this second area, the

287 Contractor also is subject to the goals for both its federally involved and non-federally involved  
288 construction.

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

299 3) The Contractor shall provide written notification to the Director of the Office of Federal  
300 Contract Compliance Programs (OFCCP) within 10 working days of award of any  
301 construction subcontract in excess of \$10,000 at any tier for construction work under the  
302 contract resulting from this solicitation. The notification shall list the name, address, and  
303 telephone number of the subcontractor; employer identification number of the  
304 subcontractor; estimated dollar amount of the subcontract; estimated starting and  
305 completion dates of the subcontract; and the geographical area in which the subcontract is  
306 to be performed.

307 4) As used in this notice and in the contract resulting from this solicitation, the "covered  
308 area" is Kansas, Saline County, City of Salina.

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### **Federal Fair Labor Standards Act (Federal Minimum Wage)**

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

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

319

### **Certification of Offeror/Bidder Regarding Debarment**

320 By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor  
321 its principals are presently debarred or suspended by any Federal department or agency from  
322 participation in this transaction.  
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325 **Other Federal Provisions** Award of contract is also subject to the following Federal Provisions:

- 326 • Civil Rights – Title VI Assurances
- 327 • Lobbying Federal Employees

- 328 • Recovered Materials
- 329 • Government-wide Requirements for Drug-free Workplace
- 330 • Other Federal Provisions included in Part A of the Special Provisions

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Salina Airport Authority  
Salina, Kansas

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