

# AEROSTAR

AIRPORT HOLDINGS LLC

## NOTICE OF ADVERTISEMENT

### INVITATION TO BID RUNWAY OBJECT FREE AREA (ROFA) CLEARING AIP GRANT NO. 3-72-0016-060-2019

Aerostar Airport Holdings, LLC (“Aerostar”), airport operator and Part 139 Certificate Holder of the Luis Muñoz Marín International Airport (“SJU”) located in Carolina, Puerto Rico, is formally advertising the Runway Object Free Area (ROFA) Clearing Project (“Project”). The Project will be divided in two phases: (i) ROFA Clearing (“Phase 1”); and, (ii) ROFA Clearing Mitigation (“Phase 2”).

Aerostar is seeking the services of a general contractor to bid as the prime contractor (“Contractor”) for the Project. The Contractor shall be the prime contractor and serve as the single point of contact for all contractual issues.

The Contractor must have completed, or substantially completed, as the prime contractor, two (2) projects with similar scope and magnitude, having a minimum construction value of \$1M since January 1, 2012. A project of similar scope and magnitude is defined as clearing and removal of vegetation, dredging, return of hydraulic capacity to an existing channel and mitigation implementation. Aerostar, at its sole discretion will determine if the projects presented are of similar scope and magnitude.

The Project will be bid as a single major construction package with one bid form broken down by Phase 1 and Phase 2.

The Contractor shall be responsible for all civil, obstruction removal, mitigation and other related coordination for the Project, as defined in the final contract documents. The Contractor shall be responsible for the procurement, permits, delivery, quality control, placement and installation of all items of work.

The construction standards for the Project will be in accordance with the Federal Aviation Administration (“FAA”) Advisory Circular 150/5370-10H Standard Specifications for Construction of Airports.

**The Project is conditioned upon the receipt of federal funding under provisions of the FAA Airport Improvement Program (“AIP”).**

**Aerostar reserves the right to suspend, modify or cancel, at any time for any reason, the solicitation and/or to reject any or all bid. Aerostar shall not have any liability to any individual, firm or organization, arising out of such modification, suspension, cancellation or rejection.**

**Individuals, firms and organizations seeking to participate in this opportunity should be thoroughly familiar with Federal Contracting requirements, as defined under 2 CFR §§ 200.317-200.326, as well as all applicable requirements of the FAA and the provisions of AIP.**

**Scope of the Work - Phase 1:** Consist of Clearing, obstruction removal and channel slope restoration.

*FIGURE 1.*



**Scope of the Work - Phase 2:** Consists of Mitigation Implementation.

*FIGURE 2.*



**Bid Package Requests:** Copies of the bid package with the complete bidding documents, including, but not limited to, the drawings and technical specification, will be distributed via email. Individuals, firms and organizations interested in this opportunity must register with Aerostar from **Friday, July 28, 2023, at 5:00 pm (AST) until Wednesday, August 16, 2023 at 5:00 pm (AST).**

Individuals, firms and organizations must; (i) submit via email to [P.D@aerostarairports.com](mailto:P.D@aerostarairports.com) the following information: name or legal name of the individual, firm or organization (as applicable), email and telephone contact information; and, (ii) pay, by major credit card, the amount of \$100.00 (US). Upon receipt of the information specified above, Aerostar will send a credit card form to be filled out by the individual, firm or organization. Once the payment is received by Aerostar, the individual, firm or organization will be registered with Aerostar and will receive the bid package.

It shall be the responsibility of the interested individuals, firms and organizations to ensure that they have provided complete and correct contact information. Failure to do so, may prevent Aerostar from delivering the link with the bid package. Aerostar is not obligated to confirm receipt of the link or the bid package.

**Amendments and/or Addenda to Bid Package:** Any and all amendments and/or addenda to the bid package will be sent only to individuals, firms and organizations registered with Aerostar to participate in this solicitation process. Failure from any interested individual, firm or organization to provide complete and correct contact information when registering, may prevent Aerostar from delivering any amendment and/or addenda to the bid package. Aerostar is not obligated to confirm receipt of amendments and/or addenda issued.

All amendments and/or addenda issued shall become a part of the bid package. Failure to receive any such amendment and/or addenda shall not relieve any bidder from any obligation under his bid. Bids without any amendment and/or addenda issued by Aerostar will be considered incomplete.

**Pre-Bid Conference:** A Pre-bid conference meeting will be held on Aerostar Conference Room. This meeting is scheduled for **Wednesday, August 16, 2023 at 10:00 am (AST)**. A site visit can be coordinated with the interested parties. Any materials provided during the pre-bid conference meeting will be made available to the interested bidders via email, at the address provided.

**Bids:** Only bidders with evidence of registration with Aerostar will be eligible to submit qualified bids. Bids without such proof will be removed from further consideration. Failure to follow the required steps established in the bid package may be cause for disqualification and exclusion from the final bid consideration. Incomplete bids will be rejected.

Previous experience and key personnel of the companies are required to be submitted with the bid. Also, bidders must identify in their bids all contractors, subcontractors, vendors, and suppliers required for completion of the Project.

Aerostar may elect to contact submitting bidders to clarify information but reserves the right to select the most qualified bidder based upon the content of the bid. Aerostar reserves the right to waive any bid irregularities, informalities, or technical deficiencies and to reject any and all documents.

Aerostar will award the Project to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid package, is the lowest in price.

**Requests for clarifications:** Questions related to the construction documentation and bidding process must be submitted in writing (via e-mail [P.D@aerostarairports.com](mailto:P.D@aerostarairports.com)) prior to **Monday, August 28, 2023 at 2:00 pm (AST)**; requests/clarifications submitted after this date/time will not be considered.

PLEASE NOTE: Responses to questions will be distributed to all qualified bidders registered with Aerostar to participate in this solicitation process.

**Bid Due Date and time:** Sealed bids will be due on **Wednesday, September 6, 2023 at 2:00 pm (AST)**. Eligible bids must be received by the established date and time at Aerostar’s administrative offices in the attention of:

**Aerostar Airport Holdings, LLC**  
**ATTN: Luis Faure Bosch, PE**  
**Planning & Development Director**  
**Luis Muñoz Marín International Airport Terminal D Ground Level**  
**Carolina, P.R. 00937-1085**

Each sealed bid must be accompanied by a certified check, cashier's check or bank officer's check in an amount equivalent to five percent (5%) of their bid, made payable to “Aerostar Airport Holdings, LLC”, or a bid bond in such amount issued by a surety authorized to do business in Puerto Rico.

Any documents received after the submittal deadline will be returned to the bidder and removed from further consideration. All submitting entities must be registered and properly insured to conduct business in the Commonwealth of Puerto Rico at the time of contract award and have licensed professionals for the required disciplines.

The bid opening will be performed on **Wednesday, September 6, 2023 at 2:30 pm (AST)** on Aerostar Offices.

The successful bidder will be required to execute and furnish a payment and performance bond as a security for faithful performance and payment of all bills and obligations arising from the performance of the work. Each security shall be in an amount of not less than 100% of the contract price and shall be in a form acceptable to Aerostar.

**Title VI Solicitation Notice:** Aerostar, 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 that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises (“DBE”) 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.

Aerostar, in compliance with FAA requirements has established a minimum goal of 15% for DBE participation.

**Bid Information Submitted as a matter of responsiveness:** The Owner’s award of this contract is conditioned upon bidder satisfying the good faith effort requirements of 49 CFR § 26.53.

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

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

documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

**Affirmative Action Requirement:**

- (1) The 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

- (i) Goals for minority participation for each trade: the goal shall be the requirements established for Puerto Rico in the applicable executive order, rule, guideline under 41 CFR Part 60-4.
- (ii) 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 ten (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 Carolina, Puerto Rico.

**Federal Fair Labor Standards Act:** 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.

**Trade Restriction Certification:** By submission of an offer, the bidder certifies that with respect to this solicitation and any resultant contract, the bidder or 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 bidder/Contractor must provide immediate written notice to the Owner if the bidder/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 a bidder/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 bidder 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.

The following provisions are hereby incorporated into this notice by reference:

- **Buy American Preference** (49 USC § 50101, Executive Order 14005, Pub. L. No. 117-58, Build America, Buy America (BABA))
- **General Civil Rights Provisions** (49 USC § 47123, FAA Order 1400.11)
- **Davis-Bacon Requirements** (2 CFR § 200, Appendix II(D), 29 CFR Part 5, 49 USC § 47112(b), 40 USC §§ 3141-3144, 3146, and 3147)
- **Debarment and Suspension** (2 CFR part 180 (Subpart B), 2 CFR Part 200, Appendix II(H), 2 CFR part 1200, DOT Order 4200.5, Executive Orders 12549 and 12689)
- **Lobbying and Influencing Federal Employees** (31 USC § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(I), 49 CFR part 20, Appendix A)
- **Procurement of Recovered Materials** (2 CFR § 200.323, 2 CFR Part 200, Appendix II(J), 40 CFR part 247, 42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA)))

**END OF NOTICE OF ADVERTISEMENT**