City of Manchester, NH, Department of Aviation

Manchester - Boston Regional Airport

AIRPORT TERMINAL & WALKWAY – HVAC EQUIPMENT REPLACEMENT PROJECT

City Procurement Requisition No. 2600049
FAA AIP No. 3-33-0011-TBD-2026

PROJECT DOCUMENTS

REQUEST FOR COMPETITIVE PROPOSALS

OCTOBER 2026

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AIRPORT TERMINAL & WALKWAY – HVAC EQUIPMENT REPLACEMENT

City Requisition No.: 2600049
FAA AIP No. 3-33-0011-TBD-2026

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City of Manchester, NH, Department of Aviation

Manchester - Boston Regional Airport

AIRPORT TERMINAL & WALKWAY – HVAC EQUIPMENT REPLACEMENT PROJECT

City Requisition No.: 2600049
FAA AIP No. 3-33-0011-TBD-2026

VOLUME I of III

REQUEST FOR COMPETITIVE PROPOSALS

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BID PROPOSAL AND CONTRACT

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LEGAL NOTICE

CITY OF MANCHESTER - DEPARTMENT OF AVIATION

ADVERTISEMENT FOR

COMPETITIVE PROPOSALS

AIRPORT TERMINAL & WALKWAY - HVAC EQUIPMENT REPLACEMENT PROJECT

at

MANCHESTER-BOSTON REGIONAL AIRPORT

City Requisition No. 2600049

AIP # 3-33-0011-TBD-2026

The City of Manchester, New Hampshire, Department of Aviation (Owner) is seeking sealed Design-Build (DB) Competitive Proposals for the ***Airport Terminal & Walkway – HVAC Equipment Replacement Project*** (Project) at Manchester-Boston Regional Airport (Airport).

The Owner is procuring this work through a Design-Build (DB) alternative delivery method. The Airport will issue a Request for Competitive Proposals (RFP) for the Project that will contain preliminary design (bridging) documents including detailed project scope, design and construction requirements information, existing conditions information, basic trade work specifications, and equipment performance specifications.

The Project consists of the replacement of heating ventilation and air conditioning (HVAC) equipment that is located on the roof of the Airport terminal building and the terminal access walkway. The DB Contractor general scope is anticipated to include the final design, procurement, and construction for the phased replacement of one (1) large custom packaged DX air handling units (AHU) that provides HVAC to the terminal building and five (5) roof-top DX units (RTUs) that provide HVAC to the terminal access walkway. The age of the existing equipment ranges between 26 and 28 years old.

Competitive Proposals will be accepted only from DB Contractors that meet the Department of Aviation qualification requirements. The City of Manchester, NH requires Contractor Pre-qualification for all projects over $250,000. Refer to the separately and previously published Advertisement for Contractor Pre-Qualification Statements for this Project, available at the Airport's website: https://www.flymanchester.com/doing-business-with-mht/procurement-opportunities for the qualification requirements.

Project RFP documents will be publicly posted on the Airport's website on **October 15, 2026**, and may also be obtained by emailing John.Goudreault@Bolton-Menk.com.

A **MANDATORY pre-proposal/pre-bid informational meeting and site review** will be held in-person at the Airport administrative offices boardroom located on the third floor of the Airport terminal at One Airport Road, Manchester, NH on **October 22, 2026 at 10:30 A.M.** Prospective proposers/bidders shall RSVP not less 24 hours prior to the meeting through Ms. Christina Adams at the Airport Administration Office at cadams@flymanchester.com or (603) 624-6539. There is no virtual meeting option.

The Competitive Proposals will be accepted until **2:00 P.M. on November 30, 2026,** at which time they will be publicly opened, the Proposer's name will be read aloud however, the proposed (bid) price will NOT be opened or read aloud at the Airport administrative offices boardroom located on the third floor of the Airport terminal at One Airport Road, Manchester, NH. The Airport will evaluate the Competitive Proposals received from qualified respondents based on criteria as defined in the RFP, and a Notice of Selection is anticipated to be issued via email to the highest rated respondent within approximately 14 days.

Each proposer/bidder must provide with his/her submittal/bid, a security in the amount of 5% of the total price. A 100% performance and payment bond will be required with the Contract. The Contract will be awarded to the highest rated responsive and responsible proposer/bidder. The proposer/bidder shall refer to all federal, state, and local requirements within the RFP documents. The Owner reserves the right to waive any informality in the proposal/bidding or to reject any or all proposals/bids.

In this procurement process and the resulting Contract, if executed, all proposers/bidders and Contractors must fully comply with the Required Contact Provisions for the FAA Airport Improvement Program and for the Obligated Sponsors contained within the Contract Documents. These provisions include, but are not restricted to, Disadvantaged Business Enterprise (DBE) Subcontractor participation, Equal Employment Opportunity requirements, and compliance with Federal Wage and Hour requirements (Davis-Bacon Act). All requirements of the Federal funding and, as well as all administrative regulations shall apply to this project, as if herein written out in full. The attention of prospective proposers/bidders is called to the fact that this Project is to be proposed/bid upon, and the contract be executed under, the Federal Funding Rules and Regulations for carrying out the provisions of:

- Civil Rights General Provisions (Title 49 United States Code, § 47123)
- Title VI Provisions of the Civil Rights Act of 1964, as amended and supplemented
- Buy American Preferences (Title 49 United States Code, §50101), BABA and other related U.S. statutes, guidance, and policies of the FAA
- Foreign Trade Restriction: Denial of Public Works Contracts on Suppliers of Goods and Services of Countries that Deny Contracts to Suppliers of Goods and Services of Countries that Deny Procurement Market Access to U.S. Contractors (DOT Regulation 49 CFR Part 30)
- Davis-Bacon Act (DOL Regulation 29 CFR Part 5)
- Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246, as amended, and DOL Regulation 41 CFR Part 60)
- Government Debarment and Suspension and Government-wide Requirements for Drug-free Workplace (2 CFR Part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility)

Title VI Solicitation Notice: The Manchester-Boston Regional Airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

Disadvantaged Business Enterprise: The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract. It is the policy of the Manchester-Boston Regional Airport to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership. **There is no specific DBE goal for this project**.

All requests for information should be directed in writing to the Airport's Project Representative / Engineer: John Goudreault, PE, Bolton & Menk, Inc., by email at John.Goudreault@Bolton-Menk.com . It is the proposer's/bidder's responsibility to provide an e-mail address to the Project Representative for use in notice of issuance of any addenda.

END OF SECTION 00030

SECTION 00100

INSTRUCTIONS TO BIDDERS

1.1 RECEIPT AND OPENING BIDS

The City of Manchester, Department of Aviation, Manchester, New Hampshire (herein called the Owner and/or Airport), invites Competitive Design-Build Proposals (as may also be referred to as Proposal or bid in the RFP and project documents) on the form attached hereto, all blanks of which must be appropriately filled in. Proposals will be accepted from Qualified Contractors as received by the Manchester-Boston Regional Airport (AIRPORT) Administration Office at One Airport Road, Suite 300 (3rd floor) Manchester, NH 03103 until the time and date specified in Notice to Bidders, and then at said office the Proposals will be publicly opened and the Proposer's name will be read aloud, however, the proposed (bid) price submitted in a separate sealed envelope will NOT be opened or read aloud. Proposal submittals that are complete upon initial review will then be referred to the Airport's evaluation committee for consideration.

The packages containing the Proposal (and an included sealed envelope for the bid price forms) must be sealed addressed, and designated as:

Proposal for:
Manchester-Boston Regional Airport
Airport Terminal & Walkway – HVAC Equipment Replacement Project
City Requisition No.: 2600049
AIP # 3-33-0011-TBD-2026

The Owner may consider irregular any Proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Proposals. Any Proposal may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any Proposal received after the time and date specified shall not be considered. No Proposer / Bidder may withdraw a Proposal within 180 days after the actual date of the opening thereof.

1.2 DESCRIPTION OF WORK

The Project consists of the replacement of heating ventilation and air conditioning (HVAC) equipment that is located on the roof of the Airport terminal building and the terminal access walkway. The DB Contractor general scope is anticipated to include the final design, procurement, and construction for the phased replacement of one (1) large custom packaged DX air handling unit (AHU) that provides HVAC to the terminal building and five (5) roof-top DX units (RTUs) that provide HVAC to the terminal access walkway. The age of the existing equipment ranges between 26 and 28 years old. This Project will replace the equipment with new more energy efficient equipment.

The Design-Builder (who is also be referred to as "Contractor" or "Bidder" herein and elsewhere in the Project Documents) shall be responsible for all work necessary to complete the design and

construction of all structural, architectural, mechanical/plumbing/HVAC, and electrical systems and components associated with the supply and installation of the specified HVAC Equipment. This may include temporary HVAC measures performed under the contract allowances as described in the detailed scope of work in the Technical Specifications, Section 00 20 00.

The work also includes the removal and disposal of the existing equipment and related systems and appurtenances, and the installation of all required appurtenances and ancillary or temporary work to facilitate complete installations of the proposed equipment and as may be necessary to maintain the current functionality of the HVAC and related systems.

The entire Project shall be designed and planned as a comprehensive and coordinated package including the replacement of the five RTUs, the one AHU, however it will be constructed in a phased installation which will require related design coordination and multiple site mobilizations for the work. The anticipated project phasing is as follows:

Phase-1 consists of the final design work, construction planning and scheduling, and equipment procurement-ready submittals for all of the equipment replacements

Phase-2 consists of the procurement and installation of terminal access walkway (Pedestrian Bridge) Rooftop Units No.1, No.2, No.3, No.4, and No.5 (this phase may be sub-phased if more than one mobilization is planned by the Design-Builder's construction approach)

Phase-3 consists of the procurement and installation of terminal building Air Handling Unit No. 5

The project will be partially funded by a Grant through the Airport Terminal Program (ATP) under the Infrastructure Investment and Job Act (IIJA) and as administered by the Federal Aviation Administration (FAA) under the Airport Improvement Program (AIP) process, and therefore specific Supplemental Conditions for AIP Projects and related Federal Contract Provisions will apply, including but not limited to Buy America requirements for steel and manufactured products and Davis-Bacon Wage Rate requirements, and others.

Refer to the related sections of the Contract Documents for additional requirements and information including but not limited to the FAA REQUIRED CONTRACT PROVISIONS contained in VOLUME III - SPECIAL PROVISIONS TO THE STANDARD SPECIFICATIONS: SUPPLEMENTAL CONDITIONS FOR AIRPORT IMPROVEMENT PROJECTS (AIP).

Specific Attention shall be directed to the Contract Documents Volume III - Technical Specifications Section 00 20 00 SCOPE OF WORK and subsequent Technical Sections for additional information related to the work to be performed.

All areas of the airport disturbed by the Contractor's operations not within the construction limits as set forth by the Owner shall be restored at least equal to original condition at no cost to the Owner.

1.3 ISSUANCE OF PROPOSAL (BID FORM) DOCUMENTS

The Owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts and must not be detached.

The plans, specifications, and other documents designated in the proposal form shall be considered a part of the proposal whether attached or not.

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

a. Failure to comply with the pre-qualification regulations of the Owner, as such regulations are cited, or otherwise included, in the proposal as a requirement of bidding.
b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the Owner issues the proposal to a prospective bidder.
c. Contractor default under previous contracts with the Owner.
d. Unsatisfactory work on previous contracts with the Owner.

1.4 EXAMINATION OF PLANS, SPECIFICATIONS AND SITE

The bidder is expected to carefully examine the site of the proposed work including but not limited to the existing equipment and related appurtenances and systems to be replaced and/or modified, the existing HVAC equipment and electrical infrastructure, the Request For Proposal (RFP), plans, specifications, and contract forms.

Prior to submission of a bid, the bidder shall be fully satisfied as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of the proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications.

Each bidder is solely responsible for all assumptions, deductions, or conclusions which he/she may make or obtain from his/her examination of the site, plans, and other records and tests that are furnished by the Owner.

A MANDATORY initial site familiarization tour of the HVAC equipment locations (as shown on the HVAC GENERAL SITE PLAN included in the Technical Specifications Appendix - A) will be performed immediately following the MANDATORY (in-person) Pre-Bid Meeting as described in *Section 00130 Pre-Bid Conference.* Bidders must take note of the existing conditions at that time.

The Bidders must and shall observe and/or inspect all aspects of the existing conditions prior to the Bid as necessary to include all work and costs in their Bid to complete the project to the full extent of the Design-Build scope of work. Bidders will be allowed to make a subsequent existing

conditions observation site visit, for closer inspection if necessary for their individual effort to prepare the bid, however, site visits are subject to coordination with the Airport for available dates with three (3) business days advance written notice; via email to cadams@flymanchester.com and cc to John.Goudreault@Bolton-Menk.com, and subject to airport coordination and availability as described in Section 00130 Pre-Bid Conference.

The site familiarization tour and any subsequent site visits/inspections of the HVAC equipment locations will take place in active and secure areas of the airport. Bidder site visits will require Visitor Badge registration (valid Driver's License or Government-issued ID required), Airport Worker Access checkpoint screening or TSA security screening and full-time escort by Authorized Airport personnel for access.

1.5 PREPARATION OF PROPOSAL

The bidder shall submit his/her cost proposal (Bid) on the forms furnished by the Owner in a separately sealed envelope which shall be included in the overall Competitive Proposal submittal package. All blank spaces in the cost proposal forms must be correctly filled in where indicated for each and every item. The bidder shall state the price (written in ink or typed) both in words and numerals for which he/she proposes to do the work. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall sign his/her proposal correctly and in ink. If the proposal is made by an individual, his/her name and post office address must be shown. If made by a partnership, the name and address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state under the laws of which the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of his/her authority to do so and that the signature is binding upon the firm or corporation.

The following Documents must be submitted by a bidder as part of the Proposal:

a. City of Manchester, NH Contractor Pre-Qualification Statement (forms & supplementary information as required) if the bidder has not already submitted a Pre-Qualification Statement to the Airport prior to the Proposal submittal. The bidder's proposal will not be opened or accepted if the Pre-Qualification Statement package has not been received prior to, or submitted with, the Proposal/Bid submittal. Contractors who were previously Pre-Qualified for City Procurement No.: 2600028 will also be considered as prequalified for this Project under Requisition No. 2600049. The Pre-Qualification Statement Package submittal should be provided in a separate envelope, and labeled as such, if submitted at the same time as the Proposal/Bid, and will be reviewed by the Airport for basis Pre-Qualification in advance of the Proposal evaluation.

b. Proposal (Bid) Documents (Section 00300) – separately sealed envelope

c. Bid Security Forms / Bid Bond (00310) – separately sealed envelope

d. Certificate as to Corporate Principal – Bid Proposal (as applicable) – separately sealed envelope

e. Certificates of Compliance for AIP Projects (00320-AIP)

f. Design-Builder's Proposal Cover Letter and Technical Construction Approach (TCA): **SUBMIT THREE (3) BOUND COPIES.** The Design-Builder shall provide a Cover Letter and Technical Construction Approach consisting of descriptive narratives, together with any supporting figures, graphics, tables, or other relevant materials. The TCA is not limited in length and shall clearly describe the technical elements of the Design-Builder's construction plan and approach for the Project. This documentation shall be separately bound and included in the Proposal package. At a minimum, the TCA shall address the Design-Builder's observations of existing site conditions, its confirmation of and any interpretations or clarifications to the overall scope of work described in Technical Specifications Section 002000, and the following items:

   1. General discussion of the Design-Builder's Technical Construction Approach.
   2. Description of anticipated needs for, and potential conditions and methods related to, temporary HVAC (heating & cooling) measures including considerations to mitigate / minimize temporary HVAC measures.
   3. Discussion of temporary and permanent work planned for modifications to the glycol distribution system including intent for proposed AHU isolation valves locations which shall be confirmed by the Design-Builder's final design.
   4. Discussion of approach to the Building Heat Load Calculation & HVAC Equipment Capacity Confirmation.
   5. Statement of intent for re-use or replacement of the existing AHU and RTU electrical power feeders.
   6. Statement of intent and/or illustrate the proposed placement of AHU smoke isolation dampers.
   7. Statement of intent for re-use or replacement of the existing AHU and RTU roof curbs, with adaptation if needed.
   8. Discussion of approach and extents of roofing replacement at each HVAC unit location.
   9. Other beneficial discussions of approach or clarifications related to the scope of work in Section 002000 or potential value-added features that will, or could, be incorporated into the construction of the project. Include statement of any related cost implications.

g. Preliminary Project Schedule and Commentary: **SUBMIT THREE (3) BOUND COPIES.** Shall be submitted in Gantt Chart form. Refer to Section 002000 subsection C.

h. Design-Build & Project-Specific Qualifications: **SUBMIT THREE (3) BOUND COPIES.** Concise supporting supplemental qualifications printed materials and/or narratives related to the Design-Builder's level of experience with the following:

   1. Design-Build projects in general.
   2. HVAC construction.

3. Construction on Airports (airside & landside) including experience with FAA-Funded projects.
4. Identification & prior relevant experience of the proposed Final Designer / Engineer(s) of Record .
5. Resume of the Design-Builder's proposed Project Manager for this project.
6. Documented Safety Program and Safety Record information including EMR rating.

(The information provided separately in the Contractor Pre-Qualification package will also be considered in conjunction with and as a part of the information provided here for the purposes of proposal evaluation)

i. Other Statements or Information Considered Appropriate: **SUBMIT THREE (3) BOUND COPIES.** Information relevant to the selection process as to why this Design-Build team should be selected for this project.

1.6 IRREGULAR PROPOSALS (BID)

Proposals can be considered irregular for the following reasons:

a. If the proposal price (bid) is not in a separate sealed envelope or is on a form other than that furnished by the Owner, or if the Owner's form is altered or if any part of the proposal form is detached.
b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous.
c. If the proposal (bid) does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
d. If the proposal contains unit prices that are obviously unbalanced.
e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.

The Owner reserves the right to reject any irregular proposal for any reasons and the right to waive technicalities, if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

1.7 PROPOSAL GUARANTY BID SECURITY

Each bid must be accompanied by a certified check of the bidder, or a bid bond prepared on the form of bid bond included in the Contract Documents, 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 check, or collateral, shall be made payable to the Owner. The bid bond shall be executed or countersigned for the Surety by a person who has current power of attorney for the Surety. **The security (bid bond or check) shall be included in the separate sealed envelope**

along with the Bid Form documents.

The bid security will be returned to all except the three lowest bidders within three days after the opening of the 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 180 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid.

1.8 DELIVERY OF PROPOSAL

Each proposal submitted shall be placed in a sealed package plainly marked with the project name, location of airport, and name and business address of the bidder on the outside. **A second sealed envelope containing all information pertaining to price, Bid Form documents provided in Section 00300 and 00310 bid security (bond or check), shall be included within the main proposal package.** Section 00320-AIP Certificates of Compliance shall be provided outside of the bid price envelope for access with the general Proposal information. When sent by mail preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement on or before the time specified for opening all bids. Proposals received after the bid opening time will be returned to the bidder unopened.

1.9 WITHDRAWAL OR REVISION OF PROPOSALS

A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids. All requirements applicable to the original proposal apply to any revised proposals.

1.10 PUBLIC OPENING OF PROPOSALS

Proposals will be publicly opened, and the Proposer's name will be read aloud, however, the **proposed (bid) price, as submitted in a separate sealed envelope inside the proposal, will NOT be opened or read aloud**. Proposals will then be referred to the Airport's designated selection committee for further evaluation as described in subsection 1.11. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or email request) or received after the time specified for opening bids will be returned to the bidder unopened.

1.11 CONSIDERATION OF PROPOSALS

After the proposals are publicly opened and names read aloud, the technical and additional information provided in the Proposal as requested by the RFP in subsection 1.5, will be compared by the Owner using a numerical points earned system as described below. The price (bid) proposals will be opened and compared after the Technical Proposals have been evaluated and scored.

If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in subsection 6 of Section 00100, titled IRREGULAR PROPOSALS.

b. If the bidder is disqualified for any of the reasons specified in subsection 12 of Section 00100, titled DISQUALIFICATION OF BIDDERS.

c. All bids may be rejected if the lowest responsive bid received exceeds the Owner's budget estimate.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable State and Local laws or regulations pertaining to the letting of construction contracts, advertise for new proposals, or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

Evaluation and Scoring:

Following Proposal opening and preliminary review to confirm all required components are included, and the bidder's basic City Contractor Pre-Qualification status, the Proposals will be submitted to the Airport's designated Evaluation Committee to independently review and score each Proposal's technical merits and supplemental qualifications based on the information provided as listed in subsection 1.5 items f., g., h., and i.

A detailed and objective evaluation will be conducted, the sole intent of which will be to identify the most responsive and responsible Respondent(s) to perform the work contemplated under this procurement action. Upon completion of the initial evaluation written or verbal negotiations or clarifications may be conducted with one or more Respondents to ensure the most advantageous results for the Owner (City). Upon completion of scoring, and any potential negotiations or clarifications, the Evaluation Committee will meet and form a consensus that is deemed to be in the best interests of the Owner.

The following Proposal evaluation criteria (refer to subsection 1.5) and scoring will be employed by the Owner:

PROPOSAL EVALUATION CRITERIA	MAXIMUM SCORE
Design-Builder's Proposal Cover Letter and Technical Construction Approach (TCA)	55
Preliminary Project Schedule and Commentary	15

Design-Build & Project-Specific Qualifications:	25
Other Statements or Information Considered Appropriate	5
TOTAL TECHNICAL SCORE (factor) =	100
TECHNICAL POINTS (TECHNICAL SCORE x 300 points)	**300**

The RFP documents establish the project's design intent, performance requirements, and general technical standards in sufficient detail to mitigate significant variation between proposer solutions. Accordingly, price represents the primary differentiator among responsive proposals. The Proposal/Bid price will be the dominant factor (70%) in the overall final proposal ranking process as described herein.

Each proposal submittal will be rated using a 1,000-point scoring system, consisting of up to 300 Technical Points and up to 700 Price Points. The Proposer receiving the highest total combined score will be identified as the preferred Proposer.

The total combined score will be the sum of the Price Points and the Technical Points as determined below.

Price points:

The Price Points will be calculated by multiplying the price score factor by the 700 price points available. The proposer's price score factor will be established by dividing the Lowest Base Bid Price received by the subject Proposer's Price.

Technical Points:

The technical points will be calculated by multiplying the technical score factor by the 300 technical points available. The proposer's technical score factor will be taken as the Total Proposal Score established by the Evaluation Committee on the Criteria above (XX points divided by 100) as illustrated in the Proposal Evaluation Criteria table above.

1.12 DISQUALIFICATION OF BIDDERS

A bidder shall be considered disqualified for any of the following reasons:

a. Failure to provide complete and adequate Qualification Statement documentation as required by the Owner's standard Pre-Qualification Process. The pre-qualification of bidders for this project has been completed separately from this bid submittal. Proposals shall only be accepted from Bidders who have completed the pre-qualification submittal process and have been deemed Qualified in the Owner's judgment.

b. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

c. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until such participating bidder has been reinstated by the Owner as a pre-qualified bidder.

d. If the bidder is considered to be in "default" for any reason specified in subsection 3 of Section 00100, titled ISSUANCE OF PROPOSAL FORMS.

e. Lack of competency as revealed by the financial statement, experience, or plant and equipment statements submitted.

f. Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.

g. Uncompleted work which, in the judgment of the Owner, might hinder or prevent the prompt completion of additional work if awarded.

h. If the proposal is considered irregular in accordance with subsection 6 of Section 00100, titled IRREGULAR PROPOSALS.

i. Surety fails necessary solvency test or is shown not to have sufficient financial resources to sustain bonds.

1.13 AWARD OF CONTRACT

The award of a contract, if it is to be awarded, shall be made within 180 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

Award of the contract shall be made by the Owner to the selected qualified Design-Build Proposer (Bidder) whose Proposal conforms to the cited requirements of the Owner as described in the Project Bid Documents and most beneficially fulfills the Proposal evaluation criteria described in subsection 1.11 of Section 00100 above.

CANCELLATION OF AWARD

The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with subsection 18 of Section 00100, titled APPROVAL OF CONTRACT.

1.14 RETURN OF PROPOSAL GUARANTY

All proposal guaranties, except those of the three lowest bidders, will be returned immediately after the Owner has made a comparison of bids as herein before specified in subsection 11 of Section 00100, titled CONSIDERATION OF PROPOSALS. Proposal guaranties of the three lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidders' proposal guaranties will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in subsection 1.16 of Section 00100, titled REQUIREMENTS OF CONTRACT BONDS.

1.15 REQUIREMENTS OF CONTRACT BONDS

At the time of the execution of the contract, the successful bidder shall furnish the Owner a Surety bond or bonds which have been fully executed by the bidder and the Surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The Surety and the form of the bond or bonds shall be acceptable to the Owner. Un1ess otherwise specified in this subsection, the Surety bond or bonds shall be in a sum equal to the full amount of the contract.

1.16 EXECUTION OF CONTRACT

The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the Owner, along with the fully executed Surety bond or bonds specified in subsection 1.16 of Section 00100, titled REQUIREMENTS OF CONTRACT BONDS, within 14 calendar days from the date mailed or otherwise delivered to the successful bidder, unless otherwise specified herein. If the contract is mailed, registered mail is recommended.

1.17 APPROVAL OF CONTRACT

Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

1.18 FAILURE TO EXECUTE CONTRACT

Failure of the successful bidder to execute the contract and furnish an acceptable Surety bond or bonds within period specified in subsection 1.17 of Section 00100, titled EXECUTION OF CONTRACT, shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty but as liquidation of damages to the Owner.

1.19 BIDDER'S QUALIFICATIONS

All Bidders must be qualified in the judgment of the Owner. The process for qualification for this project involves sending a completed Contractor's Pre-Qualification Statement and bonding capacity information as required by the Owner's Standard Pre-Qualification process. All Bidders for projects with an estimated cost in excess of $250,000 must be pre-qualified. Product/Material suppliers and construction subcontractors are not required to file for pre-qualification.

The Pre-Qualification of Bidders process for this Project was advertised and initiated prior to the issuance of this RFP, and the Contractor Pre-Qualification Statement Package (forms) were then made, and currently still are, publicly available on the Airport's website at https://www.flymanchester.com/doing-business-with-mht/procurement-opportunities/. The Contractor Pre-Qualification Statement Package (electronic .PDF forms) can also be obtained by emailing the Airport's Project Representative at John.Goudreault@Bolton-Menk.com.

Contractor Pre-Qualification Statements can be submitted and will be accepted at any time prior to, and up to including the time of, the Proposal/Bid submittal deadline. Contractors are encouraged to submit Pre-Qualification Statements as early as practical for the Airport's consideration. Notification of pre-qualification status will be emailed to the respondent after their completed Statement has been reviewed by the Airport. Early Pre-qualified Contractors will be included in a direct email distribution of Project Documents during the procurement period.

Contractors that have been Pre-Qualified for the prior HVAC project solicitation under former Requisition # 2600028 will be considered as already Pre-qualified for the upcoming solicitation under Requisition # 2600049 and do not need to resubmit a standard Pre-Qualifications Package

Pre-qualification Statement submittals shall be delivered to Manchester-Boston Regional Airport, One Airport Road, Suite 300, Manchester, New Hampshire 03103, to Attention: "Procurement - Pre-Qualification Statements". **Electronic submittals will be accepted**, send to e-mail: procurement@flymanchester.com with cc to the Airport's Project Representative John G. Goudreault, PE at john.goudreault@bolton-menk.com . The Airport may accept or reject, at its sole discretion, any Pre-qualification Statements received which are incomplete or lack sufficient detail for consideration.

Pre-Qualification Statements submitted at the time of and with Proposal/Bid submittal should be provided in a separate envelope labeled as described above.

Proposals/Bids will be accepted only from Bidders who become base qualified by the City's standard Pre-Qualification Process. Additional specific project qualification information as requested by the RFP shall be submitted by the bidder as part of the Design-Build Competitive Proposal for subsequent additional evaluation by the Airport in the final consideration and selection process. Refer to subsection 5 and subsection 1.11 for additional information.

1.20 BID MODIFICATION

Any bidder may modify his/her bid by written communication at any time prior to the scheduled closing time for receipt of bids, providing such written communication is received by the Owner prior to the bid closing time. The written communication should not reveal the bid price but should provide the addition or subtraction or any other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened.

1.21 SUBCONTRACTOR LIST

Each Bidder shall provide the following information for each Subcontractor who will perform any portions of the work in excess of one percent (1%) of the Bidder's total bid amount, at the request of the Owner:

a. Name and address of Subcontractor
b. brief description of work to be performed under subcontract
c. price under subcontract
d. subcontractor's license number (electricians and plumbers)

For Airport Improvement Program (AIP) projects, refer to the project documents entitled Supplemental Conditions for Airport Improvement Projects for instructions related to this section. Supplemental Conditions for Airport Improvement Projects, Section 00100-AIP and 00320-AIP are contained in Volume I (this volume) of the contract documents.

Aviation projects sponsored by the City of Manchester - Department of Aviation, Manchester, New Hampshire utilize race-neutral DBE procedures. There is no specific DBE participation minimum for this project, however, Bidders must comply with the requirements of 49 CFR Part 26, including Appendix A, which discusses making good-faith efforts, to ensure that all DBE's and Small Businesses are afforded the maximum opportunity to work with them on federally funded projects. The City of Manchester - Department of Aviation, Manchester, New Hampshire has no specific DBE goal set for Federal Fiscal Year 2026. Bidders shall indicate their anticipated level of DBE participation in the Contract Documents as required in Section 00320-AIP.

1.22 SUBCONTRACTOR APPROVAL

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner, and the owner reserves the right to reject the use of any subcontractor that it deems unsatisfactory.

For Airport Improvement Program (AIP) projects, refer to the project documents entitled Supplemental Conditions for Airport Improvement Projects for instructions related to this section. Supplemental Conditions for Airport Improvement Projects, Section 00100-AIP and 00320-AIP are contained in Volume I (this volume) of the contract documents.

1.23 TIME OF COMPLETION AND LIQUIDATED DAMAGES

The bidder must agree to commence work before the date to be specified in the written Notice To Proceed (NTP) of the Owner and to fully complete the project as specified in the Contract.

Bidders must also agree to pay to the Owner as liquidated damages in accordance with Section 00840 for each and every contract day that the work remains incomplete *beyond each phase of the project* or is nonconforming beyond the specified time as provided in the NTP and Section 00840 of the General Conditions in Volume II. Refer to special provision to the General Conditions Section 00840 (Volume III). The Liquidated Damages for this project have been set at 0.00 $/day

The overall performance of the work in this contract, for the purposes of assessing liquidated damages as defined in the Contract Documents at the discretion of the Owner, shall be based on the milestone dates from Owner's date of Notice To Proceed (NTP) as listed in Section 1.33 Construction Schedule unless otherwise approved by the Owner in writing.

1.24 SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his/her delivery of the executed Contract, the successful bidder shall furnish Surety 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 General Provisions included herein. The bonds shall be of the form provided hereinafter and shall be executed by Surety acceptable to the Owner. The bonds shall be executed by or countersigned by an agent for Surety and said agent to have current power of attorney for Surety. Each bond shall be in the amount of 100% of Contract awarded. Contractors should also submit with all bonds evidence showing the financial strength of Surety.

1.25 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, or other Request for Information (RFI) shall be in writing addressed to the Airport's Project Representative **John G. Goudreault, P.E., Aviation Senior Project Manager with Bolton & Menk, Inc., delivered via email to John.Goudreault@Bolton-Menk.com with copy to procurement@flymanchester.com ,** and

to be given consideration, **must be received on or before 1:00 P.M. on November 17, 2026.**

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Project Documents which, if issued, will be emailed to all prospective bidders (at the respective email address furnished to the Airport for such purposes), and will be posted on the Airport website at https://www.flymanchester.com/doing-business-with-mht/procurement-opportunities/ . The last Addenda is intended to be issued on or before November 20, 2026.

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.

1.26 POWER OF ATTORNEY

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

1.27 LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though therein written out in Full. The Contractor shall be responsible for payment of all taxes, fees, and assessments as levied by Federal, State and Local authorities.

1.28 NOTICE OF SPECIAL CONDITIONS

Attention is particularly called to those parts of the Contract Documents which deal with the following:

a. Inspection of work.

b. Insurance requirements.

c. Scheduling the contract work.

d. Liquidated damages for failure to complete the work within the specified times.

e. Airport safety and security.

f. FAA Required Contract Provisions for Airport Improvement Program (AIP) Projects (this project), including but not limited to Buy American Preference provisions and Davis-Bacon Wage Rates provisions, and others, are provided within VOLUME III of the Project Documents as SPECIAL PROVISIONS TO THE STANDARD SPECIFICATIONS: SUPPLEMENTAL CONDITIONS FOR AIRPORT IMPROVEMENT PROJECTS (AIP).

1.29 EMPLOYMENT OF WOMEN

For Airport Improvement Program (AIP) projects, reference the project document entitled Supplemental Conditions for Airport Improvement Projects for instructions related to this section. Supplemental Conditions for Airport Improvement Projects, Section 00100-AIP and 00320-AIP are contained in Volume I (this volume) of the Project Documents.

1.30 EQUAL EMPLOYMENT OPPORTUNITY

For Airport Improvement Program (AIP) projects, reference the project document entitled Supplemental Conditions for Airport Improvement Projects for instructions related to this section. Supplemental Conditions for Airport Improvement Projects, Section 00100-AIP and 00320-AIP are contained in Volume I (this volume) of the Project Documents.

1.31 BUY AMERICAN PREFERENCE - STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS

For Airport Improvement Program (AIP) projects, reference the project document entitled Supplemental Conditions for Airport Improvement Projects for instructions related to this section. Supplemental Conditions for Airport Improvement Projects, Section 00100-AIP and 00320-AIP are contained in Volume I (this volume) of the Project Documents.

1.32 CONSTRUCTION SCHEDULE

The successful Bidder shall submit a Final Detailed Project Schedule (Gantt Chart format) indicating proposed sequence of construction work segments and identifying interdependencies and all key project milestones. It shall be based on and relevant to the Preliminary Project Schedule as submitted with the Bidder's Proposal. The Project Schedule shall be submitted within 2 weeks (14 calendar days) after the Bidder receives the Notice of Intent To Award from the Airport.

The Project Milestone dates that are established for determining the duration of the overall performance of the work in this contract, and for the purposes of assessing liquidated damages as defined in the Contract Documents at the discretion of the Owner, shall be based on the following durations extending XXX days from Owner's date of Notice To Proceed (NTP) unless otherwise approved by the Owner in writing:

Design & Construction:

- Submission of Long Lead Equipment Data to Owner for approval NTP + XXX days
- Owner Approval to Procure Long Lead Equipment. NTP + XXX days
- All Design-Builder Final Design and Submittals Complete NTP + XXX days
- Equipment Fabrication and Delivery* NTP + XXX days

  *(*If the actual manufacturer's equipment lead time is longer than the Design-Builder's scheduled delivery then the contract performance period milestone dates, for the purposes of scheduling, will be extended based on the Airport's receipt of correspondence from the equipment manufacturer documenting the actual lead*

time from date of order to shipping/delivery dates)

- Installation Complete - Owner Acceptance (Substantial Completion) NTP + XXX days

*The Milestones will be based on the Preliminary Project Schedule to be submitted by the Design-Builder as part of the Bid Proposal utilizing the estimated contract execution date and the actual durations (XXX days) shall be established by the negotiated and Owner-approved Final Project Schedule to be submitted by the Design-Builder at the time of Contract Execution and NTP. Refer to *Technical Specifications Section 00 20 00 - Project Schedul*ing for additional information.

1.33 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES.

The work to be done and materials to be furnished under these specifications shall be provided on an all-inclusive Lump Sum basis for the Base Bid Items as described on the Bid Form and bid breakdown given in the proposal. The Owner does not expressly or by implication define any actual quantities involved with the work which shall be the responsibility of the Design-Build Bidder to determine, and those quantities of materials and work may vary during construction and execution of the contract work to fulfill the requirements of the Contract.

END OF SECTION 00100

SECTION 00100-AIP

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS FOR AIRPORT IMPROVEMENT PROGRAM (AIP) PROJECTS

1.1 DESCRIPTION

This specification contains supplemental information required by bidders submitting bid documents for Airport Improvement Program (AIP) projects. Reference Section 00100 INSTRUCTIONS TO BIDDERS for related sections.

1.2 SUBCONTRACTOR LIST

In addition to the requirements of Section 00100-1.22 of the specification Section INSTRUCTIONS TO BIDDERS located in this Volume, and in accordance with the regulations of the United States Department of Transportation (DOT) 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" the Manchester-Boston Regional Airport is required to obtain information regarding all subcontracting opportunities for DBE and non-DBE firms on this project. The Bidder shall be required to submit the following information with their bid documents:

a. Name, address and phone number of all firms providing pricing quotes or information to the Bidder in connection with this project.
b. Status of each firm as to whether it is a DBE or non-DBE firm.

Following the bid process, the Airport or its representative will contact all DBE firms identified by this process for more detailed information.

1.3 SUBCONTRACTOR APPROVAL

In addition to the requirements of Section 00100-1.23 of the specification Section INSTRUCTION TO BIDDERS located in this Volume, the bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must submit Certification by Proposed Subcontractor Regarding Equal Employment Opportunity.

Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certification by proposed subcontractors to his/her bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

The owner reserves the right to reject the use of any subcontractor that it deems unsatisfactory.

1.4 EMPLOYMENT OF WOMEN

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.

1.5 EQUAL EMPLOYMENT OPPORTUNITY

a. Each bidder will be required to comply with the affirmative action plan for equal employment opportunity prescribed by the OFCC, United States Department of Labor, Regulations of the Secretary of Labor (41 CFR 60), or by other designated trades used in the performance of the contract and other non-federally involved contracts in the area geographically defined in the plan.
b. The proposed contract is under and subject to Executive Order 11246 of September 26, 1965, as amended, and to the equal opportunity clause.
c. The successful bidder will be required to submit a Certification of on-segregated Facilities prior to award of the contract, and to notify prospective subcontractors of the requirement for such a certification where the subcontract exceeds $10,000. Samples of the certification and the notice to subcontractors appear in Section 00320-AIP CERTJFICATES OF COMPLIANCE.
d. When a determination has been made to award a contract or subcontract to a specific contractor, such contractor is required, prior to the award or after the award, or both, to furnish such other information as the FAA, the Owner, or the Department of Labor requests.
e. A bidder must indicate, by submitting the Affirmative Action Certification in Section 00320-AIP CERTIFICATES OF COMPLIANCE, whether he has previously had a contract subject to the equal opportunity clause, whether he has filed all report forms required in such contract, and if not, compliance report (Standard Form (SF) 100) must be submitted with his/her bid.
f. Equal Employment Opportunity (EEO) and labor provisions, when applicable, are included in the bidding documents and are available for inspection at the City Hall, Manchester, New Hampshire.
g. Contractors and subcontractors may satisfy EEO requirements of paragraph IV. l. b of Section 00820-AIP FEDERAL CONTRACT PROVISIONS in Volume II by stating in all solicitations or advertisements for employees that:
h. "All qualified applicants will receive consideration for employment without regard to race, color, sex, or national origin."
i. or by using a single advertisement in which appears in clearly distinguished type, the phrase: "an equal opportunity employer".
j. A contractor having 50 or more employees and his/her subcontractors having 50 or more employees and who may be awarded a subcontract of $50,000 or more will, within 30 days from contract commencement, be required to develop a written affirmative action compliance program for each of its establishments.

1.6 BUY AMERICAN PREFERENCE - STEEL AND MANUFACTURED GOODS FOR CONSTRUCTION CONTRACTS

a. The bidder (Contractor) shall comply with the Buy American Preference requirements of 49 U.S.C. § 50101 BABA and other related Made in America Laws, U.S. statutes, and applicable Federal Aviation Administration (FAA) regulations, guidance, and grant assurances. All steel and manufactured goods incorporated into this Airport Improvement Program (AIP) funded project shall be produced in the United States unless a waiver has been granted by the FAA.

b. The bidder's attention is directed to the FAA BUY AMERICAN PREFERENCE Contract Provisions provided in the Special Provisions contained in VOLUME III of the Project Documents, and the related Required FAA Certificate of Compliance provided in Section 00320-AIP which must be submitted with the Proposal.

END OF SECTION 00100-AIP

SECTION 00130

PRE-BID CONFERENCE

DESCRIPTION

A **MANDATORY Pre-Proposal / Pre-Bid Meeting** will be held at the Airport Administrative Offices boardroom located on the third floor of the Airport Terminal at One Airport Road, Manchester, NH on **October 22, 2026 at 10:30 A.M.** There will be NO virtual meeting option.

All Bidder Representatives to attend the Pre-Bid Meeting are directed to confirm their attendance, with name(s), tel.#(s) and email address(s) at least 24 hours prior to the meeting with Manchester-Boston Regional Airport, by contacting Ms. Christina Adams, preferably by email at cadams@flymanchester.com (or 603-624-6539), and with cc email to John.Goudreault@Bolton-Menk.com.

An ESCORTED group tour of the HVAC equipment locations and other pertinent areas will be performed as part of the Pre-Bid Meeting. It is anticipated that the general discussion portion of the Pre-Bid Meeting in the boardroom will take 30 minutes and that the site visit portion of the meeting will take approximately an additional 30 to 60 Minutes. Bidders shall observe and take note of the existing site conditions to the extent necessary for preparation of proposals. Photographs of the subject HVAC equipment and locally surrounding existing site conditions will be allowed.

Bidders will be permitted to make a subsequent additional Pre-Bid Site Visit to examine the existing conditions at specific (requested) locations to the extent necessary to include all required work in the Bid submittal in accordance with the Contract Documents. The subsequent site visit may include additional staff that were not in attendance at the initial Pre-Bid Meeting and may be requested and arranged for up to a 4-hour duration (from check-in to check-out) if necessary. A minimum of three (3) business days written (email) advance notice for the request to the Airport for scheduling the subsequent site visit is required and is subject to coordination of Airport escort staff availability.

All site visits, including the Pre-Bid Meeting, will require all attendees to fill out a Visitor Information Form, provide a valid form of ID (Driver's License or equivalent), and display the temporary Airport-issued Visitor Badge that will be issued by the Airport Communications Center prior to the meeting. The Communications Center is located off of the main lobby on the first floor of the Airport Terminal building. **Bidders are advised to allow ample time for obtaining a Visitor Badge prior to the meeting and are encouraged to report to the communications center approximately 30 minutes before the meeting for processing.** A blank Visitor Information Form may be issued (emailed) to the Bidder Representatives who confirm attendance in advance of the meeting to save time at the Communications Center prior to the meeting. Subsequent to the Pre-Bid meeting initiation, Airport Worker Entry security checkpoint screening or TSA security checkpoint screening and full-time escort by authorized Airport personnel will also be required for site access.

END OF SECTION 00130

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SECTION 00300

CITY OF MANCHESTER, NH
DEPARTMENT OF AVIATION

Manchester-Boston Regional Airport

AIRPORT TERMINAL & WALKWAY – HVAC EQUIPMENT REPLACEMENT PROJECT

City Requisition No.: 2600049

FAA AIP # 3-33-0011-TBD-2026

Proposal (Bid Form) Documents

PROPOSAL (BID FORM) DOCUMENTS
For

AIRPORT TERMINAL & WALKWAY – HVAC EQUIPMENT REPLACEMENT PROJECT
at
Manchester-Boston Regional Airport
City Requisition No.: 2600049
FAA AIP # 3-33-0011-TBD-2026

NOTE: The Bidder shall complete and submit the Proposal Documents (Bid Form) package in a sealed envelope in accordance with the instructions to bidders.

The UNDERSIGNED does hereby certify that the material to be furnished to the City of Manchester NH Department of Aviation; Manchester-Boston Regional Airport meets all of the specifications and stated and referenced requirements of the Contract Agreement Documents.

The UNDERSIGNED, hereby certifies that no employee, officer or agent of the City of Manchester NH, nor any member of their immediate family has any interest in the award of a contract herein; nor, is any such employee, officer or agent employed by or about to become an officer or employee of any person, firm, partnership or corporation which may benefit from the award of the contract herein.

This document is the Proposal of **_____

hereinafter called "Bidder", a corporation* organized under the laws of the State of _____

a partnership* or an individual* doing business as_____,

to the **City of Manchester, New Hampshire, Department of Aviation** (hereinafter called

"Owner").

strike out inapplicable terms.

***** The name of the bidder must be exactly the same as the name under which the bidder is listed on the Qualification Statement Documents that were submitted by the Bidder during the Pre-Qualification process for this project.***

Gentlemen:

The _____ (Bidder), in compliance with your invitation for bids for the construction of airport improvements having examined the plans and specifications with related documents and the site of the proposed work, and having observed and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials, and labor, hereby proposes to furnish

all, labor, materials, supplies, equipment, services, and to construct the work in accordance with the Contract Documents, within the time set forth therein, and within the total contract price stated below. This price is to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this Contract on or before the date to be specified in a written "Notice to Proceed" of the Owner, and to fully complete the project within the specified contract period.

Bidder further agrees to pay to the Owner, liquidated damages, in the amounts and frequencies as defined in the Contract Documents, for HVAC equipment replacement work that remains incomplete beyond the time specified for milestone dates and completion as hereinafter provided in the Contract Documents.

The Project Milestone dates that are established for determining the duration of the overall performance of the work in this contract, and for the purposes of assessing liquidated damages as defined in the Contract Documents at the discretion of the Owner, shall be based on the following durations extending XXX days from Owner's date of Notice To Proceed (NTP) unless otherwise approved by the Owner in writing:

Design & Construction:

- Submission of Long Lead Equipment Data to Owner for approval NTP + XXX days
- Owner Approval to Procure Long Lead Equipment. NTP + XXX days
- All Design-Builder Final Design and Submittals Complete NTP + XXX days
- Equipment Fabrication and Delivery* NTP + XXX days
  *(*If the actual manufacturer's equipment lead time is longer than the Design-Builder's scheduled delivery then the contract performance period milestone dates, for the purposes of scheduling and applying liquidated damages, will be extended based on the Airport's receipt of correspondence from the equipment manufacturer documenting the actual lead time from date of order to shipping/delivery dates)*
- Installation Complete - Owner Acceptance (Substantial Completion) NTP + XXX days

*The Milestones will be based on the Preliminary Project Schedule to be submitted by the Design-Builder as part of the Bid Proposal utilizing the estimated contract execution date and the actual durations (XXX days) shall be established by the negotiated and Owner-approved Final Project Schedule to be submitted by the Design-Builder at the time of Contract Execution and NTP. Refer to *Technical Specifications Section 00 20 00 - Project Schedul*ing for additional information.

Bidder acknowledges receipt of the addenda as listed on the attached form entitled: ACKNOWLEDGMENT OF ADDENDA.

BID SUMMARY

BASE BID: Includes all work for the Airport Terminal & Walkway – HVAC Equipment Replacement project as required by the BID DOCUMENTS:

Base Bid Breakdown (Lump Sums):

1. Final Design and Submittals $ _____(Amount in figures)

2. AHU-5 Replacement $_____(Amount in figures)

3. Five Rooftop Units Replacement $_____(Amount in figures)

*Sub-item 3.1: RTU-1 **$**_____ (Amount in figures)

*Sub-item 3.2: RTU-2 **$**_____ (Amount in figures)

*Sub-item 3.3: RTU-3 **$**_____ (Amount in figures)

*Sub-item 3.4: RTU-4 **$**_____ (Amount in figures)

*Sub-item 3.5: RTU-5 **$**_____ (Amount in figures)

* The Owner may delete one or more Sub-items from the Contract if deemed necessary due to funding availability or early equipment failure/replacement.

4. ALLOWANCE: AHU-5 Temporary HVAC Measures $ 200,000.00

BASE BID AMOUNT (Total of Items 1. + 2. + 3. + 4.)

$_____ (Amount in figures)

_____Dollars. (Amount in words)

The stated price shall include all plant, labor, materials, supplies, equipment services, incidentals, expenses, overhead, profit, insurance, bonding, etc., to cover the finished work.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding. The Bidder also understands that the Owner reserves the right to negotiate with the Bidder if only one (1) Bid is received.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 180 calendar days after the actual date of the bid opening.

Upon receipt of written notice of acceptance of this Bid, Bidder shall execute and deliver the formal contract, as attached to the Bid Documents, to the Owner within 10 calendar days from receipt of the acceptance notice with accompanying Performance and Payment Surety Bonds, and Insurance Certificates as required by the General Provisions.

The bid security (Bid Bond) attached in the sum of $_____
is to become the property of the Owner in the event the contract and bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expenses to the Owner caused thereby.

Respectfully submitted:

Name of Bidder: _____

By: _____

Name: _____

Title: _____

Business Address:_____

_____

(Affix corporate seal if Bid is by a corporation)

CERTIFICATE AS TO CORPORATE PRINCIPAL PROPOSAL

I, _____ certify that I am

the _____ of the corporation

named as Bidder in the above Proposal; that_____ who

signed the said Proposal on behalf of the Bidder was then_____ of said

Corporation; that I know his/her signature and his/her signature thereto is genuine; and that said Proposal was duly signed, sealed and attested to for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

_____ (Affix Corporate Seal)

ACKNOWLEDGMENT OF BID ADDENDA

Addendum No. _____ Date: _____

Addendum No. _____ Date _____

Addendum No. _____ Date: _____

Addendum No. _____ Date _____

Addendum No. _____ Date: _____

Addendum No. _____ Date _____

Addendum No. _____ Date: _____

Addendum No. _____ Date _____

Addendum No. _____ Date: _____

Addendum No. _____ Date _____

END OF SECTION 00300

SECTION 00310

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED,

_____

(Name of Principal)

as PRINCIPAL, and_____

(Name of Surety

as SURETY, are held and are firmly bound unto **The City of Manchester, New Hampshire, Department of Aviation** hereinafter called the Owner, in the penal sum of

_____

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid,_____for

The Airport Terminal & Walkway – HVAC Equipment Replacement Project
at
Manchester-Boston Regional Airport
City Requisition No.: 2600049 / FAA AIP # 3-33-0011-TBD-2026

_____

(Enter Title and Number of Contract/Project)

NOW, THEREFORE, if the Principal shall not withdraw said bid within 180 calendar days after the opening thereof, and shall within fourteen (14) calendar days after the prescribed forms are presented to him/her for signature, enter into a written Contract with the Owner in accordance with the bid as accepted, and give bonds with good and sufficient Surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-named Principal and Surety have executed this instrument under their several seals this_____day of_____ name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

_____ SEAL
Individual Principal

_____
Business Address

_____ SEAL
Individual Principal

_____
Business Address

Attest

_____
Corporate Principal

_____
Business Address

Affix Corporate Seal

By: _____

_____
Corporate Surety

_____
Business Address

Affix Corporate Seal

By: _____
Attorney-in-Fact

Power-of-attorney for person(s) signing for surety company must be attached to this bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL BID BOND

I,_____, certify that I am the _____of the Corporation named as principal in the within bond; that _____who signed the said bond on behalf of the Principal was then _____of said Corporation; that I know his/her signature, and his/her signature thereto is genuine, and that said bond was duly signed, sealed, and attested to for and in behalf of said Corporation by authority of its governing body.

_____ **Affix Corporate Seal**

END OF SECTION 00310

SECTION 00320-AIP

CERTIFICATES OF COMPLIANCE FOR AIP PROJECTS

ALL SIGNED CERTIFICATIONS FOLLOWING THIS PAGE ARE TO ACCOMPANY THE PROPOSAL BID FORM DOCUMENTS SUBMITTAL

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BID PROPOSAL CERTIFICATES OF COMPLIANCE FOR AIP PROJECTS
CERTIFICATION OF BIDDING REQUIREMENTS SIGNATURE PAGE

CITY OF MANCHESTER NH, REQUISITION No. 2600049

This signature page is included in this Contract Document to provide assistance to all Bidders in the form of a checklist and to stipulate that if any of the items mentioned below, but not limited to, are incomplete or otherwise incorrect, the Manchester-Boston Regional Airport may reject the bid.

I. REQUIRED FORMS AND SIGNATURE

A. Certification of Bidding Requirements Signature Page BPC-1
B. Bid Proposal Forms, Schedule & Narrative Documents (attach additional pages).....00300-1 to -6
C. Certificate as to Corporate Principal – Bid Proposal (If applicable) & Addenda.....00300-7 to -8
D. Bid Security (Bond) Forms.....00310-1 to -3
E. Certification of Compliance with Federally Required Contract Requirements BPC-3
F. Buy American Certification ..... BPC-4 to BPC-5
G. Certification Regarding Debarment and Suspension BPC-6
H. Proposed Disadvantaged Business (DBE) Utilization - DBE-Neutral Projects BPC-8
I. DBE Letter of Intent BPC-9
J. Bidder's Project Subcontractors and Suppliers BPC-10
K. Disclosure of Lobbying Activities ..... BPC-11 to BPC-12
L. Certification of Offerer/Bidder Regarding Tax Delinquency and Felony Convictions BPC-13
M. Trade Restriction Certification BPC-14
N. Non-Collusion Affidavit BPC-15

II. BID PROPOSAL FORMS

Unit Price Proposals / Bids will be considered to be incomplete if any of the following conditions exist:

A. All written words and figures shall be in INK or TYPED
B. Unit price in words is omitted
C. Unit price in figures is omitted
D. A zero, *N/A,* or blank is used as a bid price

III. CERTIFICATION SUMMARY

I hereby certify that I have read all of the above requirements and understand that it affects the acceptability of my bid(s).

_____ _____
Contractor's Signature Date

CERTIFICATIONS TO ACCOMPANY PROPOSAL BID FORMS

1.01 ALL CONTRACTS

a. The bidder (proposer) must supply all the information required by the proposal forms and specifications.

b. The City of Manchester Department of Aviation, New Hampshire, in accordance with Title VI of the Civil Rights Act of 1964, hereby notifies all bidders that they (bidders) must affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.

1.02 INSTRUCTIONS TO BIDDERS

a. Section 60-1.7(b) of the Regulations of the Secretary of Labor required each bidder or prospective prime Contractor and proposed subcontractors, where appropriate, to state in the bid whether it had participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed with the Joint Reporting Committee, the Director, an agency, or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements. Although Executive Order 11246 has been revoked, as of the date of these bid documents, EEO-1 reporting is still required. Bidders shall comply with all current requirements of the U.S. Equal Employment Opportunity Commission (EEOC).

b. To achieve these requirements, the Bidder shall complete and sign the attached statements.

CERTIFICATION OF COMPLIANCE WITH FEDERALLY REQUIRED CONTRACT REQUIREMENTS

The bidder certifies, by submission of this proposal or acceptance of this, that he/she has read the federally mandated contract requirements as listed in within these Bid Documents. Federal Contract Conditions and that compliance with said references will be incorporated into the terms of the Contract Documents.

I hereby certify that I have read and will comply with all of the above requirements.

_____

Signature of Authorized Contractor and/or Consultant Representative

_____

Date

Certificate of Buy American Compliance – Construction Projects

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, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, 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, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

c) 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

d) 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:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.

b) To faithfully comply with providing U.S. domestic products.

c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ 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 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 the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, 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 2 Waiver (Nonavailability**)** – The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire

b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;

c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

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/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) 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).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) 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 (Unreasonable Costs) – Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (For Bids Exceeding $25,000)

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

Certification - The information above is true and complete to the best of my knowledge and belief.

_____

Name and Title of Signer (Please type)

_____

Signature Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

GOALS AND ASSURANCES FOR DISADVANTAGED BUSINESS ENTERPRISES

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future bidding as non-responsible.

The requirements of CFR 49 Part 26, Regulations of the U. S. Department of Transportation, apply to this contract. It is the policy of The City of Manchester-Department of Aviation 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. The City of Manchester-Department of Aviation encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

There is no specific DBE goal for this project.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five (5) days after bid opening.

The Bidder or Offeror must submit the following information 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; and

PROPOSED DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION
DBE-NEUTRAL PROJECTS

The undersigned Bidder/Offeror has made a good faith effort to make subcontracting and supplier opportunities available to all firms including, but not limited to, DBE's as defined in 49 CFR 26. As a result of these efforts:

- The Bidder/Offeror is committed to a minimum of _____% **DBE** utilization on this Contract.

Name of Bidder/Offeror's firm:

_____

State Registration No. _____

By: _____ _____
(Signature) (Title)

DBE LETTER OF INTENT

Name of bidder'/offeror's firm:_____

Address:_____

City:_____ State:_____ Zip:_____

Name of DBE firm:_____

Address:_____

City:_____ State:_____ Zip:_____

Telephone:_____

Description of work to be performed by DBE firm:

_____

_____

_____

_____

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is $ _____.

Affirmation

The above named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____

(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

BIDDER'S PROJECT SUBCONTRACTORS & SUPPLIERS

The Bidder advises herein that the following Subcontractors are proposed for the item of work listed. Subcontractors are subject to review and approval per the requirements of the Contract Documents and the technical requirements specified. List firms that will supply labor at the site and major suppliers.

Failure to provide this information may result in the bid being considered non-responsive.

SUBCONTRACTOR NAME	DBE (Y/N)	TRADE	CONTRACT WORK ITEMS	VALUE ($)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

RESPECTFULLY SUBMITTED:

_____
(Bidder)

By:_____ Title:_____ Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: ___ a. contract _X_ b. grant ___ c. cooperative agreement ___ d. loan ___ e. loan guarantee ___ f. loan insurance	**2. Status of Federal Action** _X_ a. bid/offer/application ___ b. initial award ___ c. post-award	**3. Report Type** _X_ a. initial filing ___ b. material change For Material Change Only: Year _____Quarter _____ Date of last report _____

4. Name and Address of Reporting Entity ___ Prime ___ Subawardee	**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and address of Prime:**
6. Federal Department Agency: Federal Aviation Administration	**7. Federal Program Name/Description:** Airport Improvement Program Grant
8. Federal Action Number, *if known:*	**9. Award Amount**, *if known:* $
10a. Name and Address of Lobbying Entity, *(if individual, last name, first name, MI)*	**10b. Individuals performing Services** *(including address if different from No. 10a.), (if individual, last name, first name, MI)*
11. Amount of Payment *(check all that apply):* $ _____ actual planned **12. Form of Payment** *(check all that apply):* ___ a. cash ___ b. In-kind; specify; nature _____ value _____	**13. Type of Payment** (*check all that apply*) ___ a. retainer ___ b. one-time fee ___ c. commission ___ d. contingent fee ___ e. deferred ___ f. other specify _____

14. Brief Description of services preformed or performed and date(s) of Service, including officer(s), employer(s), or member(s) contacted for payment indicated in Item 11.

15. Continuation Sheet(s) SF-LLL-A attached: **Yes** **No**

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1362. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure	Signature: _____ Print Name: _____ Title: _____ Telephone No. _____ Date: _____
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: _ Page _ of _____

Authorized for Local Reproduction Standard Form – LLL-A

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If a Bidder responds in the affirmative to either of the above representations, the Bidder is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The Bidder therefore must provide information to the Owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Date	Signature
Company Name	Title

TRADE RESTRICTION CERTIFICATION

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

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

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

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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

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

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

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

Date	Signature
Company Name	Title

NON-COLLUSION AFFIDAVIT
(Bidder or Offeror)

I, (enter full legal name),_____
representing (name of person, firm, association, or corporation) _____
of (Town or City and State) _____
being duly sworn, depose and certify that, under the penalties of perjury under the laws of this state and the United States that on behalf of, the person, firm, association, or corporation submitting this bid, that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with submitting a bid for this project.

AIRPORT TERMINAL & WALKWAY - HVAC EQUIPMENT REPLACEMENT
at
Manchester-Boston Regional Airport

_____
Name of Individual, Partnership, or Corporation (Please Print or Type)

_____
Signature of Official Authorized to Sign Contracts and Agreements

_____
Name of Individual Signing Affidavit

_____
Title of Individual Signing Affidavit

Sworn to before me this _____ day of _____ , 20___

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SECTION 00500

AGREEMENT DOCUMENTS

AIRPORT TERMINAL & WALKWAY – HVAC EQUIPMENT REPLACEMENT PROJECT
at
MANCHESTER-BOSTON REGIONAL AIRPORT
City Requisition No.: 2600049
FAA AIP # 3-33-0011-TBD-2026

This AGREEMENT, made this, by and between the City of Manchester, New Hampshire,

Department of Aviation herein called "Owner", and _____

_____a corporation* organized under the laws of the

State of New Hampshire, a partnership* or an individual* doing business as _____

_____hereinafter called "Contractor".

***strike out inapplicable terms**

WITNESSETH, that the Contractor and the Owner for the consideration stated herein mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK

The Contractor shall furnish all means and methods to perform and complete all work, including but not necessarily limited to plant, labor, material, equipment, supplies and services including all extra work directed, as required in strict accordance with all requirements stated or shown in the Contract Documents including addenda to said Contract Documents which addenda are numbered and dated as follows:

Addendum No.	Dated

ARTICLE 2. THE CONTRACT PRICE

The Owner shall pay the Contractor for this satisfactory performance of the Contract, in current funds, subject to additions and deductions as provided in the Contract Documents, the sum of

***BASE AMOUNT for Airport Terminal & Walkway – HVAC Equipment Replacement Project as indicated in the Contract Documents:**

_____dollars
(Amount in words)

($_____)
(Amount in figures)

1.) Final Design and Submittals $_____ (Amount in figures)

2.) AHU-5 Replacement $_____ (Amount in figures)

3.) Five Rooftop Units Replacement $_____ (Amount in figures)

- Sub-item 3.1: RTU-1 $_____(Amount in figures)
- Sub-item 3.2: RTU-2 $_____(Amount in figures)
- Sub-item 3.3: RTU-3 $_____(Amount in figures)
- Sub-item 3.4: RTU-4 $_____(Amount in figures)
- Sub-item 3.5: RTU-5 $_____(Amount in figures)

- The Owner may delete one or more Sub-items from the Contract if deemed necessary due to funding availability or early equipment failure/replacement

4.) ALLOWANCE AHU-5 Temporary HVAC Measures $ 200,000.00 (Amount in figures)

TOTAL CONTRACT AMOUNT for ALL Work:

_____dollars
(Amount in words)

($_____)
(Amount in figures)

ARTICLE 3. CONTRACT DOCUMENTS

The executed Contract Documents shall consist of the following component parts:

a. This Agreement
b. Addenda as listed in Article 1
c. Signed Copy of Proposal
d. Required Certifications of Compliance
e. Bid Forms and Contract Requirements
f. Standard Specification
g. Special Provisions to Standard Specifications
h. Technical Specifications
i. Performance Requirements
j. Drawings
k. Performance and Payment Bonds

This instrument, together with the other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, from the Contract. The various conditions in Addenda shall be construed in the order of preference of the component part of the Contract which each modified.

ARTICLE 4. SITE AVAILABILITY AND TIME FOR COMPLETION

The Contractor hereby acknowledges the following scheduled availability dates:

The Contractor agrees to complete the overall Design-Build Airport Terminal & Walkway – HVAC Equipment Replacement project on-site work including testing / manufacturer certification / and Owner Acceptance under this contract within _____**days from the date of Notice To Proceed, subject to the interim milestone dates as established on the Proposal (Bid Form) Document** unless otherwise extended by the Owner in writing to accomplish additional work or to facilitate Airport operations.

ARTICLE 5. CERTIFICATES OF INSURANCE

The Contractor shall furnish Certificates of Insurance as described in Section 00822, INSURANCE REQUIREMENTS, ***(also see Special Provision to Section 00822)*** and shall list the policies as follows:

Limits of Policy			Expiration	
Type of Insurance	Coverage	Number	Insurance Co.	Date
Workman's Compensation:				
Commercial General Liability:				
Automobile Liability:				
Excess Liability Coverage, or Umbrella Coverage, for Commercial General Liability and Automobile Liability:				
Builder's Risk:				

These Insurance Certificates as well as Performance and Payment Bonds must be furnished at or before the time of the execution of this document, or the Contract shall not be valid until all in-process outstanding bonding requirements are executed and received by the Owner. Insurance certificate shall be re-issued annually thereafter. Such insurance certificates shall, with respect to comprehensive general liability and auto liability insurance, name:

The City of Manchester Department of Aviation, The City of Manchester Department of Risk Management, and Bolton & Menk, Inc., as additional insured (except worker's compensation).

EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in five (5) counterparts each of which shall be deemed an original, as of the year and day first above mentioned.

(Seal)
ATTEST:

	By:	
Witness/Attest	Contractor	Date

	By:	
Witness/Attest	Mr. Thomas J. Malafronte, A.A.E. Aviation Director Manchester-Boston Regional Airport 1 Airport Road, Suite 300 Manchester, NH 30103	Date

END OF SECTION 00500

SECTION 00510 - PERFORMANCE BOND

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS

That we,_____

an individual*, a partnership*, a corporation* (strike out inapplicable terms*) organized under the laws of the State of_____ having a usual place of business in the State of _____as Principal, and_____

_____

a corporation organized under the laws of the State of_____ and having a usual place of business in the State of _____

as Surety, are holden and stand firmly bound and obligated unto the City of Manchester, New Hampshire, Department of Aviation (hereinafter the Owner), its successors and assigns, in the sum of

_____

_____Dollars ($_____),

lawful money of the United States of America, to and for the true payment whereof, we bind ourselves and each of us, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. WHEREAS, the said Principal has by means of a written agreement dated_____, 20_____, entered into a Contract with the Owner for the:

Airport Terminal & Walkway – HVAC Equipment Replacement Project
at
Manchester-Boston Regional Airport
City Requisition No.: 2600049; FAA AIP # 3-33-0011-TBD-2026

a copy of which Contract is attached hereto and by reference made a part hereon.

NOW, THEREFORE, THE CONDITION of this obligation is such that if the said Principal and his/her subcontractors shall well and truly keep and perform all the agreements, terms and conditions in said Contract set forth and specified to be by said Principal kept and performed, and shall well and truly indemnify and save harmless the Owner against all counsel fees paid or incurred by the Owner as a result of a breach of any condition of this bond, and against all claims and suits for damage to person or property arising from carelessness or want of due care, or any act or omission on the part of said Principal during the performance of said Contract then this obligation shall be void; otherwise, it shall remain in full force and virtue.

PROVIDED, FURTHER, that said Surety, for value received, hereby stipulates and agrees that no extension of time, or change in, alteration or addition to the terms of the Contract or to the work to be performed there under or the Contract Documents accompanying the same and no failure or refusal of the Owner to withhold any monies from the Principal shall in any way affect its obligations on this bond, and it does hereby waive notice of any such extension of time, change, alterations or addition to the terms of the Contract or the work or to the Contract Documents.

In the event that the Contract is abandoned by the Principal, or is terminated by the Owner under the provisions of said Contract said Surety hereby further agrees that said Surety shall if requested in writing by the Owner take action as is necessary to complete said Contract.

This bond shall become effective at the same time as the Contract annexed hereto for the work hereinbefore mentioned.

IN WITNESS WHEREOF, we have set our hands and seals to this bond, this _____day of _____, 20____ In presence of:

_____ SEAL
Individual Principal

_____
Business Address

_____ SEAL
Individual Principal

_____
Business Address

Attest:

_____ _____ SEAL
Corporate Principal

Attest

By:

_____ _____
Corporate Surety

_____
Business Address

Countersigned By: _____

_____

By: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL PERFORMANCE BOND

I,_____, certify that I am the_____of the Corporation named as Principal in the within bond; that _____who signed the said bond on behalf of the principal was then_____ of said Corporation; that I know his/her signature and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested to for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

_____SEAL

(Power of attorney of person(s) signing Bond for Surety Company must be attached.)

NOTE: Date of Bond must not be prior to date of Contract. If Principal is Partnership, all partners must execute bond.

END OF SECTION 00510

SECTION 00520 - PAYMENT BONDS

FORM OF PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS

That we, _____, an

_____

Individual*, a partnership*, a corporation* (strike out inapplicable terms*) organized under the laws of the State of_____*having a usual place of business in the State of _____, as Principal, and _____

_____a, corporation organized under the laws of the State of_____,and having a usual place of business in the State of _____, as Surety, are holden and stand firmly bound and obligated unto the City of Manchester, New Hampshire, Department of Aviation (hereinafter the Owner), its successors and assigns, in the sum of_____

_____

_____Dollars ($_____)

lawful money of the United States of America, to and for the true payment whereof, we bind ourselves and each of us, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has by means of a written agreement dated _____, 20_____ entered into a Contract with the Owner for the:

Airport Terminal & Walkway – HVAC Equipment Replacement Project
at
Manchester-Boston Regional Airport
City Requisition No.: 2600049; FAA AIP # 3-33-0011-TBD-2026

a copy of which Contract is attached hereto and by reference made a part hereof.

NOW, THEREFORE THE CONDITION Of this obligation is such that is the said Principal and his/her subcontractors shall pay for all labor performed or furnished, for all equipment hired, including trucks, for all material used or employed in such construction, including lumber so employed which is not incorporated in the work, and for fuels, lubricants, power, tools, hardware, and supplies purchased by said principal and used in carrying out said Contract, and for labor and parts furnished upon the order of said contractor for the repair of equipment used in carrying out said Contract, this agreement to make such payments being in compliance with the requirements of Section 16 of Chapter 447, of New Hampshire.

Revised Statutes, Annotated, 1955, to furnish security there under and being in fact such security, and if said Principal shall well and fully indemnify and save harmless the Owner against all counsel fees paid or incurred by the Owner as a result of a breach of any condition of this bond, and against all claims and suits for damage to person or property arising from carelessness or want of due care, or any act or omission on the part of said Principal during the performance of said Contract, then this obligation shall be void; otherwise, it shall remain in full force and virtue.

PROVIDED, FURTHER, that said Surety, for value received, hereby stipulates and agrees (1) that no extension of time, or change in, alteration or addition to the terms of the Contract or to the work to be performed there under or the Contract Documents accompanying the same and no failure or refusal of the Owner to withhold any monies from the Principal shall in any way affect its obligations on this bond, and it does hereby waive notice of any such extension of time, change, alterations, or addition to the terms of the Contract or the work or to the Contract Documents; (2) that in case of liabilities not covered by said Section 16 of Chapter 447 RSA, as amended, but covered by this bond, then the provisions of this bond shall control.

In addition to the obligations of the undersigned enumerated above, the bond is also made for the use and benefit of all persons, firms and corporations, who may furnish any material or perform any labor on account of said Contract, or rent or hire out any appliances or equipment used or employed in the execution of said Contract and they and each of them are hereby made Obligees hereunder the same as if their own proper respective names were written herein as such, and they and each of them may proceed or sue hereon, and in case of failure of said Principal to carry out the foregoing provisions made for the use and benefit of any said persons, firms and corporations, the Owner as an additional remedy may maintain an action against the undersigned in its own name, but in trust for and for the benefit of said persons, firms and corporations.

This bond shall become effective at the same time as the Contract annexed hereto for the work hereinbefore mentioned.

IN WITNESS WHEREOF, we have set our hands and seals to this bond, this _____day of _____, 20_____

In presence of:

_____ SEAL
Individual Principal

_____
Business Address

_____ SEAL
Individual Principal

_____
Business Address

Attest:

_____ _____ SEAL
Corporate Principal

Attest

By:

_____ _____
Corporate Surety

_____
Business Address

Countersigned By: _____

_____

By: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL PAYMENT BOND

I, _____, certify

that I am the _____ of the

Corporation named as Principal in the within bond; that,_____who signed

the said bond on behalf of the principal was then_____, of

said Corporation; that I know his/her signature and his/her signature thereto is genuine; and that

said bond was duly signed, sealed and attested to for and in behalf of said Corporation by

authority of its governing body and is within the scope of its corporate powers.

_____SEAL

(Power of attorney of person(s) signing Bond for Surety Company must be attached.)

NOTE: Date of Bond must not be prior to date of Contract. If Principal is Partnership, all partners must execute bond.

END OF SECTION 00520