

1. State Sales Tax: State or Local retail sales taxes have not been added to the Total Bid Price stated above, except as may be provided for "Public Road Construction" in GC-04.10 of the General Conditions, these Contract Documents.
2. Completion: The undersigned agrees to substantially complete all of the work included in this Contract within the specified time listed in the RFP.
3. Progress Payment Retention: In accordance with RCW 60.28.011 (b) public improvement contracts funded in whole or in part by federal transportation funds must rely upon the contract bond as referred to in chapter 39.08 RCW for the protection and payment of (i) The claims of any person or persons arising under the contract to the extent such claims are provided for in RCW 39.08.010; and (ii) the state with respect to taxes, increases, and penalties incurred on the public improvement project under Title 50, 51, and 82 RCW which may be due. The contract bond must remain in full force and effect until, at the minimum, all claims filed in compliance with chapter 39.08 RCW are resolved.

In accordance with 49 CFR 26.29 the Port obligates the contractor to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed including Prevailing Wages.

4. Addenda: Receipt of addenda numbered [] through [] is hereby acknowledged.
5. Legal Representation: In all legal matters relating to this Contract, the undersigned will be represented by:

6. Bid Withdrawal: The above bid will not be withdrawn within ninety (90) days after the actual date of the opening thereof.
7. Other Documents Requiring Execution: The bidder must comply with these conditions and must submit with its bid the following signed documents:
 - a. Bid Security - See "Instructions to Bidders," paragraph IB-05.01.
 - b. Disadvantaged Business Enterprise Proposal Form, pages one and two. See Document 00200 - Instructions to Bidders, paragraph IB-02.03.
8. By submission of this bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

FAILURE OF A BIDDER TO SUBMIT THE FORMS WITH ITS BID, EXECUTED WHERE REQUIRED, MAY DISQUALIFY THE BID.

Contractor _____

- Individual Proprietor Partnership
- Limited Liability Company Corporation Joint Venture

DUNS (Data Universal Numbering System) Number _____.

By: _____
 (Name; please print) (Title)

(Signature)

Address: _____

Phone: _____

Email: _____

Name Partners (if a Partnership): _____

End of Document

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

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

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

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

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

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

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Deweyville Trailhead to Neck lake - Bid Form

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

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

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

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

Date

Signature

Company Name

Title

SUBCONTRACTOR BIDDING REPORT

Project Name: _____ _____ Project Number: _____
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Prime Contractor: _____
Prime Contractor Address: _____ Phone #: () _____ - _____
Form Completed By: _____

Subcontractor name	Approximate value of work (\$)

Signature certifies to the accuracy of the foregoing information: _____
Signature *Date*

All information gathered on the background and financial status of firms will remain with the Port's DBELO and will not be shared as public information unless its disclosure is required under the Alaska State Public Disclosure Act.

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