



REQUEST FOR QUALIFICATIONS (RFQ)

CMAR for IN-LINE CHECKED BAGGAGE IMPROVEMENTS

PHOENIX MESA GATEWAY AIRPORT AUTHORITY

Issue date: July 15, 2024

Dates & times are subject to change

RFQ INFORMATION	
SOLICITATION 2025-001-RFQ	
Contact	Marian Whilden, Procurement Officer
Email Address	mwhilden@gatewayairport.com
Pre-Submittal Meeting	Date July 29, 2024 Time: 1:00 PM (Arizona Time) Location: Phoenix Mesa Gateway Airport Authority Administration Building 5835 S. Sossaman Road Mesa, AZ 85212
Site Tour	There is no site tour for this solicitation
RFQ Submittal Mailing/Delivery Address	5835 S. Sossaman Road Mesa, Az 85212
Due Date for Questions and Clarifications	August 1, 2024 by 5:00 PM (Arizona Time)
*RFQ Submittal Due Date	August 12, 2024 by 2:00 PM (Arizona Time)
Interviews (if conducted)	Week of September 16, 2024

***PMGAA's Administration Offices are closed on Fridays, Saturdays, and Sundays therefore, submittals will not be accepted on these days.**

Request for Qualifications

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Public Record Notice

All submittals in response to this solicitation shall become the property of Phoenix Mesa Gateway Airport Authority (“PMGAA”), shall not be returned to Offeror and shall become a matter of public record available for review subsequent to the contract award.

Please note that PMGAA’s Procurement Policy requires:

If the Offeror deems any portion of its submittal as confidential, the Offeror must label each and every page of the confidential portions with: “Trade Secret”, “Confidential” and/or “Proprietary”. The Offeror must also list each of the materials it deems confidential at the beginning of its submittal, and provide a written, detailed justification for not making such material public, along with its submittal.

Additional information and requirements can be found in PMGAA’s complete “Public Access to Procurement Information” contained in PMGAA’s Procurement Policy that is available under the Policies, Documents and Forms link at:

<https://www.gatewayairport.com/policiesdocumentsandforms>

PMGAA encourages all Offerors to review this policy in its entirety prior to submitting a Statement of Qualifications.

SUBMITTAL CHECKLIST

This checklist is provided for your convenience only. You do not need to submit it with your SOQ. See the RFQ for more information regarding each item.

- Submittal Cover Sheet
- Tabs A through H**
 - Requested Submittal Information
- Tab I**
 - Attachment A, Contractor License & Identity Information
 - Attachment B, Standard Certifications
 - Attachment C, Authorization for Release of Performance Information and Waiver
 - Attachment D, Certificate of Insurability
 - Attachment E, Contract(s) Review Statement
 - Attachment F, Debarment and Suspension Certification
 - Attachment G, Offeror's Statement on Previous Contracts Subject to EEO Clause
 - Resumes
- Tab J**
 - Attachment H, Addenda Acknowledgement (if issued, check website: [Procurements](#)).
- Six (6) complete copies of Offeror's submittal
- One (1) electronic copy of Offeror's submittal

**REQUEST FOR QUALIFICATIONS
SOLICITATION #2025-001-RFQ FOR
IN-LINE CHECKED BAGGAGE IMPROVEMENTS**

COVER SHEET

Name of Offeror: _____

EIN#: _____

Principal Address: _____

Primary Point of Contact: _____

Cell/Direct Phone: _____

Email: _____

The undersigned hereby affirms that:

- The undersigned is a duly authorized agent of the Offeror
- The undersigned has read and understands all terms, conditions and commitments contained within the RFQ and any addenda issued and fully understands and accepts these terms by submission of an offer.
- The submission is being offered independently of any other Offeror and did not involve collusion or other anti-competitive practices.

By: _____
Signature

Printed Name/Title

Company Name

Date

Section One - Offeror Information and Instructions

A. GENERAL INFORMATION ON SOLICITATION PROCESS

1. **Availability of Solicitation.** The solicitation package is available on PMGAA's website (www.gatewayairport.com) under the [Current Solicitations](#) section under the Business | Procurements, Vendors & Surplus Property section.
2. **Addenda.** If PMGAA deems it necessary to amend the solicitation, an Addendum will be prepared in writing and posted to PMGAA's website. Offerors are responsible for obtaining all addenda via PMGAA's website within the relevant solicitation in the [Current Solicitations](#) section under the Business | Procurements, Vendors & Surplus Property section or by other means. Any Addenda issued by PMGAA will become a part of the RFQ. Offeror shall acknowledge receipt of each addendum by completing Attachment H and returning the document, as part of the Offeror's submittal under this RFQ.
3. **Familiarization with Requirements.** It is the Offeror's responsibility to examine the entire solicitation package and seek clarification of any requirement or contract term that may not be clear and to check all responses for accuracy before submitting a response. Negligence in preparing a submittal confers no right of withdrawal after due date and time. All submissions must comply with applicable PMGAA rules, regulations and policies.
4. **Cost of Submittal Preparation.** PMGAA shall not reimburse the cost of, nor pay any expenses related thereto, developing, presenting or providing any response to this solicitation. Bids, proposals and/or statements of qualifications submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
5. **Inquiries.**
 - a. **Contact Person.** Any inquiry related to a solicitation, including any requests for or inquiries regarding standards referenced in the solicitation should be directed to the staff member listed on the cover page of the solicitation. The Offeror shall not contact or direct inquiries concerning this solicitation to any other PMGAA employee unless the solicitation specifically identifies additional person(s) as a contact.
 - b. **Submission of Inquiries.** All inquiries shall be submitted via electronic mail and shall refer to the appropriate solicitation number, page and paragraph. PMGAA shall consider the relevancy of the inquiry but is not required to respond in writing. All questions must be submitted by the date and time specified in this RFQ for PMGAA to consider its relevancy.
 - c. **Oral Responses.** Oral interpretations or clarifications will be without legal effect. An Offeror shall not rely on oral responses to inquiries. An oral reply to an inquiry does not constitute a modification of the solicitation.
6. **Solicitation Results.** Results are not provided in response to telephone inquiries. A list of Offerors that submitted a statement of qualifications will be published on PMGAA's website under the relevant solicitation within the [Current Solicitations](#) section.
7. **Protest of Solicitation or Specifications (Before Bid Opening).**
 - a. Any interested person aggrieved in connection with the solicitation of a contract shall protest irregularities in the IFB, RFP, or RFQ within three business days from the date the protester knew or should have known of the basis for the protest and, in any case, at least five business days before opening bids or proposals.

- b. All protests must be made in writing to the Purchasing Director. Each protest must state the specific factual and legal grounds on which the protest is based. The protester must also include with the protest all pertinent documents and all supporting evidence. PMGAA need not accept any protest that fails to comply with the requirements of this section. The protester's failure to timely protest specifications or other solicitation terms and conditions constitutes a waiver of the protest.
 - c. If a timely protest before bid opening is made, PMGAA may proceed with the solicitation or with the award of the contract unless the Purchasing Director determines in writing that the protest should be sustained or that an addendum addressing the protest should be issued.
8. **Protest of Award Recommendation.**
- a. A protest made after the deadline for bids or proposals, including challenges to the evaluation committee, must be submitted in writing to the Purchasing Director.
 - b. A protest must be received by the Purchasing Director within five business days following public posting of PMGAA's award recommendation. The formal protest must contain the following information.
 - i. PMGAA's solicitation identification number and title.
 - ii. Name and address of the protester, the title or position of the person submitting the protest, and a statement that the protest has been authorized by the protester and the protest is made in good faith.
 - iii. A statement of all facts alleged and all rules, regulations, statutes, or constitutional provisions that entitles the protester to relief.
 - iv. All other information, documents, materials, legal authority, and evidence in support of the protest.
 - v. A statement indicating the precise relief sought by the protester.
 - c. The Purchasing Director will make a written decision on the protest within ten business days after it is received.
 - d. The Protester may appeal the Purchasing Director's decision to the Executive Director. Any appeal must be filed with the Executive Director within three business days after the protester receives the Purchasing Director's decision.
 - e. The Executive Director may hear the appeal or appoint an independent hearing officer to do so. If a hearing officer is appointed, the hearing officer shall conduct an informal hearing on the appeal within 10 business days from receipt of the appeal. The hearing officer shall promptly prepare an informal decision and recommendation on the appeal for the Executive Director's consideration. The hearing officer shall promptly serve the recommendation on the protester.
 - f. Upon receipt of the hearing officer's recommendation, or if no hearing officer is appointed, the Executive Director shall decide any protest for a solicitation valued at less than \$50,000. For solicitations valued less than \$50,000 or sustained protests, the Executive Director's decision is final. For solicitations valued over \$50,000 and the Executive Director is recommending denial of the protest, the Executive Director shall make a recommendation to the Board, and the Board shall make the final decision regarding award of the contract.
 - g. Notice of the Board's final decision must be furnished to the protesting party, in writing, by the Purchasing Director.
9. **Special Provisions.** Wherever special provisions are written into the Special Provisions and Specifications (Section Two), which are in conflict with conditions stated in these Information and

Instructions to Offerors, the provisions stated in the Special Provisions and Specifications, shall take precedence.

10. **Conduct.** All submissions and Offeror conduct must comply with applicable PMGAA policies, rules and procedures. Direct contact with PMGAA Board of Directors and/or PMGAA representatives or staff other than as specified in this solicitation, on any subject related to this solicitation is expressly prohibited except with the prior knowledge and written permission of the Procurement Officer listed above. Unauthorized contact of any PMGAA Board of Directors, and/or PMGAA staff or representatives may be cause for rejection of SOQs.
11. **Cancellation of RFQ.** PMGAA may cancel this RFQ at any time.
12. **Title VI Solicitation Notice.** The Phoenix Mesa Gateway Airport Authority, 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) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no business will be discriminated against on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

B. SOQ PREPARATION AND SUBMITTAL

1. **SOQ Preparation.**
 - a. Forms. All SOQs shall include the required forms provided in this solicitation. It is permissible to copy these forms if required.
 - b. No Facsimile or Electronic Mail Responses. SOQs may not be submitted via facsimile or electronically. Facsimiles or other electronic mail SOQs shall not be considered.
 - c. Confidential, Trade Secret and Proprietary Information. Requests for nondisclosure of information deemed Confidential, Trade Secret, and/or Proprietary must be made in accordance with PMGAA's Procurement Policy. Please review PMGAA's complete "Public Access to Procurement Information" contained in PMGAA's Procurement Policy that is available under the Policies, Documents and Forms link at: <http://www.gatewayairport.com/policiesdocumentsandforms>.
2. **SOQ Submittal.**
 - a. Submission Package. The specified number of copies of the submittal (see Section Two) should be contained in each submission package. Each submittal package/envelope should be firmly sealed and clearly marked on the outside with the solicitation number, "Statement of Qualification" and the name and address of the Offeror.
 - b. Late Submittals. Late submittals will be rejected and not considered.
 - c. No Modifications. Modifications are not permitted after SOQs have been opened except as otherwise provided under applicable law, such as a specific request by PMGAA for a requested Best and Final Offer (BAFO). All modifications shall be made in writing and executed and submitted in the same form and manner as the original SOQ.
 - d. Withdrawal of SOQ. SOQ submittals may be withdrawn at any time prior to the specified due date and time. An Offeror (or authorized representative) may withdraw the response by

notifying the designated contact for this solicitation in writing on company letterhead. Facsimiles or other electronic format withdrawals shall not be considered.

3. **SOQ Evaluation.**

- a. Conformance to RFQ. Each SOQ received will be checked for the presence or absence of required information in conformance with the submission requirements of this RFQ and to ensure that the submittal is fully responsive to the specifications listed.
- b. Disqualification. An Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity will have its response rejected.
- c. Clarifications. PMGAA reserves the right to obtain Offeror clarifications where necessary to arrive at full and complete understanding of Offeror's response. Clarification means a communication with an Offeror for the sole purpose of eliminating ambiguities in the SOQ and does not give Offeror an opportunity to revise or modify its submittal.
- d. Response Rejection. Except as provided in Attachment E with respect to specific requests related to the Sample Standard Form Professional Services Agreement, submission of additional terms, conditions and/or agreements with the SOQ response may result in rejection. Inclusion of general or vague statements or invitations to discuss further with the SOQ response Attachment E may result in rejection.

4. **Award of Contract.**

- a. Rights of PMGAA. PMGAA reserves the right to award to whichever Offeror(s) deemed most advantageous to PMGAA. PMGAA may reject any or all submittals, waive any minor informality or irregularity in submittals received, reject any alternate submittals and reserves the right to reject the submittal(s) of any Offeror who has previously failed to perform competently in any contract with PMGAA.
- b. Selection. The contract shall be awarded using the criteria outlined in Section Two.
- c. Notification. Prior to contract award, the selected successful Offeror(s) will be notified of their apparent selection for contract award, and (a) contract(s) will be drawn which will include by reference this solicitation and any other contractual language as may be required by PMGAA or by law.
- d. Standard Terms and Conditions. Offeror acknowledges that, by virtue of submitting a response to this RFQ, Offeror agrees all Standard Terms and Conditions, as stated in Section III of this RFQ, will be included in the executed Contract between Offeror and PMGAA as a result of this solicitation.
- e. Construction Manager At Risk Contract, Pre-Construction Services Contract. Selected Offeror(s) will be required to execute a Construction Manager At Risk Pre-Construction Services Contract and/or Construction Services Contract with PMGAA which will include by reference this solicitation. If the Pre-Construction Services Contract is not executed within 30 days from the Notice of Intent to Award, PMGAA reserves the right to cancel and award to the next highest ranked firm.
- f. PMGAA is under no obligation to award a Construction Manager at Risk, Construction Services Contract, to the selected Offeror(s) who was awarded, as a result of this solicitation, the Construction Manager At Risk, Pre-Construction Services Contract.

Section Two – Special Provisions and Specifications

A. PROJECT DESCRIPTION

Phoenix-Mesa Gateway Airport desires to select a CMAR team to provide preconstruction and construction services for a new In-line Checked Baggage Improvements.

B. MINIMUM REQUIREMENTS

1. Current Arizona Registrar of Contractors License for the work required.
2. Ability to provide Bonds as required by the Contract Documents.
3. Ability to provide insurance in the amounts and times as specified in the Contract Documents.
4. Ability for CMAR staff to pass background checks as required for security purposes.

C. KEY PERSONNEL

The CMAR will be selected to perform the services under the awarded contract(s), in part, because of the skills and expertise of the key firms, team members and individuals (collectively, “CMAR’s Key Personnel”) identified in the CMAR’s submitted Statement of Qualifications (SOQ) under this RFQ. The CMAR’s duties under the contract(s) shall be performed on behalf of the CMAR by CMAR’s Key Personnel. CMAR’s Key Personnel shall not be removed or replaced without prior written consent of PMGAA. PMGAA recognizes that CMAR’s Key Personnel may leave the employ of CMAR for reasons beyond CMAR’s control. Whenever practicable, CMAR shall give PMGAA at least 14 calendar days’ notice prior to the departure of any of CMAR’s Key Personnel from the Project. PMGAA shall have the right to approve or reject any replacements for CMAR’s Key Personnel when personnel leave that are beyond the control of the CMAR. When within the CMAR’s control, failure to use CMAR’s Key Personnel to perform the Work under the contract(s) without PMGAA’s prior written consent will be a material breach and grounds for suspension or termination for cause of the contract(s) by PMGAA.

Without limitation of the foregoing, in the event CMAR removes any Key Personnel without the consent of PMGAA, which shall not unreasonably be withheld, CMAR shall deduct and/or reimburse all cost and expense charged to PMGAA, whether included in CMAR’s general conditions or otherwise, and including any markups thereon, for any replacement personnel who are not approved by PMGAA. Notwithstanding any provisions herein to contrary, PMGAA shall have audit rights to CMAR’s records with respect to verifying such costs, expenses and markups for purposes of deduction and/or reimbursement.

D. SCOPE OF SERVICES

The selected contractor shall actively participate in the design process for the In-Line Checked Baggage Inspection and Delivery System and shall provide input to the designer from the standpoint of safety, constructability, material lead times, and potential cost savings opportunities by applying previous experience in construction of airport baggage systems according to Transportation Security Administration (TSA) standards. The selected contractor shall also develop a phasing plan that will provide for safe and uninterrupted baggage screening during construction along with a cutover plan to effectively migrate to the new system. Cost estimates will be required at design intervals during design and a final Guaranteed Maximum Price (GMP) will be required at 100% TSA approved design documents.

E. SUBMITTAL INSTRUCTIONS AND REQUIREMENTS

Offerors interested in responding to this solicitation should submit a SOQ to address the RFQ criteria as specified. In addition, the following requirements apply:

1. Submit six (6) complete copies of the SOQ.
2. Submit (1) complete electronic copy of the SOQ and all attachments on a flash drive or CD.
3. Submit the SOQ in a sealed envelope with the solicitation number and the Offeror's name and address clearly indicated on the envelope.
4. Organize the SOQ into the sections listed below. Each section should be delineated by a divider with a tab labeled appropriately.
5. SOQs should be sturdily bound.
6. All sheets should be letter size (8½"×11") and must have a page number. This SOQ may not exceed thirty-five (35) single-sided pages but will not be downgraded for submitting less than the maximum pages. Submissions exceeding the page limit may be considered non-responsive and may be returned to the Offeror without further evaluation. Pages having photos, charts, and/or graphs that provide additional evaluation information will be counted towards the maximum number of pages.
7. SOQ is written/typed in ink.
8. Font size shall be no smaller than 11pt.
9. Offeror may **NOT** include **any** pricing/fees/commissions/ or similar information in its submittal under this RFQ. If pricing/fees/commissions or similar information is included in Offeror's submittal, it shall be deemed nonresponsive and be rejected and not evaluated or considered in the selection process.
10. **Late Submittals will not be accepted.**

Failure to include all information requested may cause such incomplete SOQs to be rejected and not be evaluated or considered in the selection process.

Information included within the SOQ may be used to evaluate your firm as part of any criteria regardless of where that information is found within the SOQ. Information obtained from the SOQ and from any other relevant source may be used in the evaluation and selection process.

The following information is not included in the page limit:

1. Submittal Cover Sheet
2. Tabs
3. Table of Contents
4. General Information under Tab B
5. Attachments A through H
6. Resumes for each key team member, maximum of 2 pages each

Please submit only the Submittal Section. Do not submit a copy of the entire solicitation document. Offeror to submit the following:

Tab A – Table of Contents with page numbers

Tab B - General Information (maximum of one pages)

1. Cover Letter identifying the full company name and primary place of business, legal company organization information (Corporation, LLC, Joint Venture, etc.), and a brief introduction of the company as it relates to the requested services.

Tab C – Qualifications of Firm (Team)

1. Overall service capability as it relates to this project.
2. List and briefly describe at least three (3) comparable projects completed by your firm within the past five (5) years or currently in progress. For each project, include:
 - a. Role of your firm. If CMAR, identify the percent of work self-performed. Also, specify services provided during preconstruction services.

- b. Initial construction cost and final construction cost; briefly explain any variance.
 - c. Original contract construction duration and actual duration; briefly explain any variance.
 - d. Design consultant firm if the project was a CMAR.
 - e. Contract start and end dates
3. Describe in detail your firm's method for allocating management, supervision, labor, material and equipment resources to projects. Are your firm's methods different on CMAR projects? If so, how?
 4. Describe the methods your firm has in place for addressing project issues, contract modifications, and schedule recovery to maintain the completion date.
 5. List and describe your firm's capability and intent to proceed without delay if selected for this project.
 6. Provide an organizational chart with names and titles of senior management, including the proposed project manager

Tab D - Project Team Experience & Qualifications

1. Describe each team member's firm position; provide resumes of each proposed team member (under Tab I). List professional certifications, and any applicable coursework or training.
2. Briefly describe each team member's role on this project.
3. Provide "team" experience working together on similar projects.
4. Describe in detail what steps your firm will take to ensure that key personnel remain assigned to the project for its duration.
5. Identify proposed subcontractors and describe your method of selection, if applicable.

Tab E - Project Understanding

1. Discuss the major components, issues and challenges your team has identified on this project and how it intends to address them
2. What risks have you identified on this project? How do you intend to manage these risks?
3. Describe your planning, scheduling and project management tools
4. Delineate your time expectations to complete the project.

Tab F - Approach to Performing the Required Services

1. Describe your firm's project management approach and team organization both during preconstruction and construction services. Describe processes, methods and systems used for planning, scheduling, estimating, and managing construction
2. Describe your team's approach to coordinating with PMGAA, the design team, subcontractors and suppliers during the preconstruction and construction phases.
3. Explain how you will manage construction quality control and subcontractors during the construction phase of the contract
4. Describe your approach to operating within an agreed budget and schedule
5. Describe the role team members and subcontractors will play on your team during preconstruction and construction phases and what benefits they will provide to your team, PMGAA, and the project

Tab G - Experience & Knowledge with Applicable TSA Baggage Systems, Rules/Regs, & Experience

1. Describe the firm's knowledge and experience with applicable TSA Baggage Systems
2. Describe the firm's knowledge and experience with applicable TSA, state and local regulations, policies and procedures as it relates to this project.

Tab H - Other

1. Identify any contracts or subcontracts held by the firm or officers of the firm, within the last ten years, which has been terminated. Identify any claims or issues arising from contracts, within the last ten years, which resulted in litigation, or arbitration, or could not be resolved through the owner’s escalation level/issue resolution ladder or process. Briefly describe the circumstances and the outcomes
2. List all projects, within the last ten years, where Liquidated Damages were assessed for failure to complete the contract within the specified contract time, and explain why they were assessed
3. Complete Attachment I, Project Reference Questionnaire, for the above three (3) comparable projects listed under Tab C and, following instructions on the Attachment, provide the form to the references for completion. The forms should be emailed directly to PMGAA from the references, not from the Offeror. Completed forms received from an Offeror will not be accepted nor made part of an Offeror’s submittal. Please note: PMGAA cannot provide a reference for current or past PMGAA projects.

Tab I - Appendices

1. Attachment A, Contractor License & Identity Information
2. Attachment B, Standard Certifications
3. Attachment C, Authorization for Release of Performance Information and Waiver
4. Attachment D, Certificate of Insurability
5. Attachment E, Contract(s) Review Statement
6. Attachment F, Debarment Certification
7. Attachment G, Offeror’s Statement on Previous Contracts Subject to EEO Clause
8. Resumes for each key team member, maximum of 2 pages each

Tab J – Addenda Acknowledgement (if applicable)

1. Attachment H, Addenda Acknowledgement
If no addenda were issued, Offeror does not need to include this attachment in its SOQ.

F. EVALUATION CRITERIA

Submittals will be evaluated based on the following criteria:

Points	Category
10	Qualifications of Firm (Team)
25	Project Team Experience & Qualifications
25	Project Understanding
15	Approach to Performing the Required Services
20	Demonstrated experience and knowledge with applicable TSA baggage systems, rules/regs, experience, etc.
5	Other (including submittal completeness)
100	Total Points

G. SELECTION PROCESS

1. PMGAA will appoint an evaluation panel to evaluate each Offeror’s qualifications. Using the criteria and weighting listed herein, the evaluation panel will rank the Offerors in order of highest to lowest score.
2. PMGAA may contact and interview references provided by each Offeror. References will be scored under Other in the Evaluation Criteria.
3. The evaluation panel may, at its sole discretion, select the highest ranked Offeror solely based on the evaluation panel’s scoring of the Offerors’ SOQs and references without interviews or additional submissions.
4. Alternatively, the evaluation panel may, at its sole discretion, create a short list of the top-ranked Offerors and thereafter conduct interviews regarding the project with the short-listed top-ranked Offerors. If interviews are conducted, the evaluation panel will re-score the short-listed Offerors according to the following Evaluation criteria and re-rank the short-listed Offerors in order of highest to lowest score:

Points	Category
20	Qualifications and Project Team Experience & Qualifications
35	Detailed Project Understanding and Project Development Process discussion
15	Expanded Approach to Performing the Required Services explanation
25	Demonstrated experience and knowledge with applicable TSA baggage systems, rules/regs, experience, etc. with examples
5	Other (including presentation completeness)
100	Total Points

5. Offerors may be evaluated in accordance with the Evaluation Criteria using information obtained by any combination of the following: 1) Statements of Qualifications (SOQs) submitted in response to this RFQ; 2) reference verification; 3) interview performance (if conducted); and 4) any information from any source about the Offeror, including past and current performance on PMGAA projects, whether included in the SOQ or not.
6. A notification will be posted on the Airport web site following a selection determination.
7. PMGAA intends to enter into negotiations with the highest ranked Offeror(s) to finalize a Construction Manager At Risk Pre-Construction Services Contract for the services. If an agreement cannot be successfully negotiated with the highest ranked Offeror(s), then negotiations may be terminated with that Offeror(s) and PMGAA may enter negotiations with the next highest ranked Offeror(s) until an agreement is reached or an impasse is declared.

Section Three – Standard Terms and Conditions

1. **Certification.** Offeror certifies:
 - a. The award of this Contract did not involve collusion or other anti-competitive practices.
 - b. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. Section 31-1461, et. seq.
 - c. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract; and Offeror hereby certifies that the individual signing this Contract is an authorized agent for Offeror and has the authority to bind the Offeror to the Contract.

2. **Dispute Resolution.**
 - a. **Negotiations.** If a dispute arises out of or relates to this Contract or its breach, the parties to this Contract shall endeavor to settle the dispute through direct discussions as a condition precedent to mediation or binding dispute resolution.
 - b. **Mediation.** Should the parties to this Contract be unable to resolve their dispute through direct negotiations, the parties to this Contract, upon the written request of either, shall engage in mediation, to be administered privately by a mediator and according to rules mutually agreed upon by the parties to this Contract, or, the absence of such mutual agreement, by a mediator appointed by JAMS and administered by JAMS in accordance with its then-current mediation rules. The fees and costs of mediation shall be split equally by the parties to this Contract, but subject to reallocation following binding dispute resolution.
 - c. **Binding Dispute Resolution.** Should the parties to this Contract be unable to resolve their dispute through direct negotiations or mediation, either party may, within the time limitations for bringing claims under Arizona law and this Contract, commence formal dispute resolution proceedings. Both parties to this Contract consent to binding arbitration administered by JAMS according to its then current arbitration rules, provided, however, that (i) in the event both parties agree, the arbitration may be administered privately by an arbitrator and according to rules mutually agreed upon by the parties to this Contract, and (ii) in the event any party seeks relief against the other party or against a non-party which cannot fully be granted in arbitration, by reason of non-joinder or otherwise, the parties to this Contract are excused from this arbitration requirement and the parties to this Contract shall proceed in the state or federal courts of competent jurisdiction and located in Maricopa County, Arizona. In any arbitration or litigation, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs as determined by the arbitrator or court as applicable.

3. **Independent Contractor.** At all times, each party acts in its individual capacity not as agent, employee, partner, joint venturer, or associate of the other party. An employee or agent of one party may not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. Neither Offeror nor any of its employees are entitled to compensation from PMGAA in the form of salaries, paid vacation, or sick days. PMGAA will not provide any insurance to Offeror, including *Workers' Compensation* coverage. PMGAA will not withhold FICA, taxes, or any similar deductions from PMGAA's payments under this Contract.

4. **Affirmative Action.** Offeror shall abide by all the federal and state of Arizona provisions for equal opportunity in the work place.

5. **Human Relations.** Offeror shall abide by all the federal and state of Arizona provisions against discrimination of disadvantaged business enterprises in applicable PMGAA contracts.

6. **Non-Exclusive Contract.** This Contract is for the sole convenience of PMGAA. PMGAA reserves the right in its discretion to obtain the same or similar goods or services from any other source.

7. **Americans with Disabilities Act.** Offeror shall comply with all applicable provisions of the *Americans with Disabilities Act* (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the *Act*.

8. **Confidentiality of Records.** Offeror shall establish and maintain procedures and controls that are acceptable to PMGAA for the purpose of assuring that no information contained in its records or obtained from PMGAA or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under this Contract. Persons requesting such information should be referred to PMGAA. Offeror also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Offeror as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by PMGAA.
9. **Gratuities.** PMGAA may, by written notice to the Offeror, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Offeror or any agent or representative of Offeror, to any officer or employee of PMGAA involved in the amending, or the making of any determinations with respect to the performing of such Contract. If this Contract is canceled by PMGAA under this provision, PMGAA shall, in addition to any other rights and remedies, repay to the Offeror the amount of the gratuity.
10. **Applicable Law.** This Contract shall be governed by the laws of the state of Arizona, and suits pertaining to this Contract shall be brought only in federal or state courts in the state of Arizona.
11. **Contract.** This Contract is based on and the result of a negotiated Scope of Services and Proposal, Bid or Statement of Qualifications submitted by Offeror under this RFP, IFB or RFQ. The Contract contains the entire agreement between PMGAA and Offeror. No prior oral or written agreements, contracts, proposals, negotiations, purchase orders, or master agreements (in any form) are enforceable between the parties.
12. **Contract Amendments.** This Contract shall be modified only by a written amendment signed by the PMGAA Executive Director or its designee, and persons duly authorized to enter into contracts on behalf of Offeror.
13. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
14. **Severability.** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract, which may remain in effect without the valid provision, or application.
15. **Protection of Government Property.** Offeror shall use reasonable care to avoid damaging all PMGAA property, including buildings, equipment, and vegetation (such as trees, shrubs, and grass). If Offeror damages PMGAA's property in any way, Offeror shall immediately report such damage to PMGAA and repair or replace the damage at no cost to PMGAA, as directed by the PMGAA Executive Director. If Offeror fails or refuses to repair or replace the damage, then PMGAA may terminate the Contract, and PMGAA shall deduct the repair or replacement cost from money due Offeror under the Contract.
16. **Interpretation – Parol Evidence.** This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
17. **Subcontracts.** Offeror shall not assign any rights or interest nor enter into any subcontract with any other party to furnish any of the materials, goods or services specified herein without the prior written permission of PMGAA. PMGAA may, at its sole discretion, accept or reject proposed subcontractors or assignment. PMGAA shall notify Offeror of its acceptance or rejection within forty-five (45) days of written request by Offeror. All subcontracts shall comply with federal and state laws and regulations applicable to the materials, goods or services covered by the subcontract and shall include all the terms and conditions set forth herein,

which shall apply with equal force to the subcontract, as if the subcontractor were the Offeror referred to herein. Offeror is responsible for Contract performance whether subcontractors are used.

18. **No Waiver.** No provision in this Contract shall be construed, expressly or by implication, to waive either party's existing or future claim, right, or remedy available by law for breach of contract. The failure of either party to insist on strict performance of any Contract term or condition; to exercise or delay exercising any right or remedy provided in the Contract or by law; or to accept materials, services, or Offeror's services under this Contract or imposed by law, shall not be deemed a waiver of any right of either party to insist upon strict performance of the Contract.
19. **Warranties.** Offeror warrants that all materials and services delivered under this Contract shall conform to the specifications thereof. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by PMGAA, shall not alter or affect the obligations of Offeror or the rights of PMGAA under the foregoing warranties. Additional warranty requirements may be set forth in this Contract.
20. **Indemnification.** To the fullest extent permitted by law, Offeror shall defend, save, indemnify, and hold harmless PMGAA, its agents, representatives, officers, directors, officials, and employees (collectively the "Indemnitees"), for, from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the Offeror's acts, errors, omissions, or mistakes relating to Offeror's services under this Contract.
21. **Right to Assurance.** Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. If a demand is made and no written assurance is given within five (5) business days, the demanding party may treat this failure as an anticipatory repudiation with this Contract.
22. **Advertising.** Offeror shall not advertise or publish information concerning this Contract without prior written consent of PMGAA.
23. **Right to Inspect.** PMGAA may, at reasonable times, and at PMGAA's expense, inspect the place of Offeror's or any of Offeror's subcontractor's business, which is related to the performance of this Contract or related subcontract.
24. **Force Majeure.** In the event either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Contract to be performed by such party ("Required Act"), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, fire, flood, earthquake, or other casualty or acts of God ("Force Majeure Event"), then the performance of such Required Act shall be excused for the period of delay and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Contract, the financial inability of Offeror to perform any Required Act, including, without limitation, failure to obtain adequate or other financing shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence until ten (10) days before the date on which the party who asserts some right, defense, or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating (a) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (b) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the time of performance of the Required Act with the average of the preceding ten (10) years' climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood, or other natural phenomena of normal intensity for the locality where the Premises are located.

25. **Inspection.** All material or service is subject to final inspection and acceptance by PMGAA. Material or service failing to conform to the specifications of this Contract will be held at Offeror's risk and may be returned to Offeror. If so returned, all costs are the responsibility of Offeror. Noncompliance shall conform to the cancellation clause set forth in this Contract.
26. **Exclusive Possession.** All services, information, computer program elements, reports, and other deliverables, which may be created under this Contract, are the sole property of PMGAA and shall not be used or released by Offeror or any other person except with prior written permission by PMGAA.
27. **Title and Risk of Loss.** The title and risk of loss of materials or services shall not pass to PMGAA until PMGAA actually receives the material or service at the Airport, unless otherwise provided within this Contract.
28. **Liens.** All materials, services, and other deliverables supplied to PMGAA under this Contract must be free of all liens and other encumbrances. Upon request of PMGAA, Offeror shall provide a formal release of all liens.
29. **Licenses.** Offeror shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by Offeror as applicable to this Contract.
30. **Subsequent Employment.** PMGAA may cancel this Contract without penalty or further obligation in accordance with A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of the PMGAA is or becomes, at any time while the Contract or any extension of the contract is in effect, an employee of, or a contractor to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when the parties to this Contract receive written notice from PMGAA, unless the notice specifies a later time.
31. **Clean Up.** Offeror shall at all times keep Contract performance areas, including storage areas used by the Offeror, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of PMGAA. Upon completion of any repair, Offeror shall leave the work and premises in clean, neat, and workmanlike condition.
32. **Patents.** Offeror shall defend, indemnify, and hold harmless PMGAA, its officers and employees from all liabilities, claims, damages, costs, or expenses, including, but not limited to attorneys' fees, for any alleged infringement of any person's patent rights or copyrights in consequence of the use by PMGAA, its officers, employees, agents, and other duly authorized representatives of tangible or intellectual property supplied to PMGAA by Offeror under this Contract.
33. **Records and Audit Rights.** Offeror's and all of its approved subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of all Offeror and subcontractor employees that work on the Contract (all the foregoing collectively referred to as "Records"), must be open to inspection and subject to audit and/or reproduction during normal working hours by PMGAA. PMGAA is entitled to evaluate and verify all invoices, payments or claims based on Offeror's and its subcontractor's actual costs (including direct and indirect costs and overhead allocations) incurred or units expended directly in the performance of work under this Contract. For any audit under this Section, Offeror and its subcontractors hereby waive the right to keep such Records confidential. PMGAA is entitled to access to these Records from the effective date of this Contract for the duration of the work and until five years after the date of final payment by PMGAA to Offeror under the Contract. During normal working hours, PMGAA is entitled to access to all necessary Offeror and subcontractor facilities and shall be provided adequate and appropriate workspace, in order to conduct audits under this Section. PMGAA shall give Offeror or subcontractors reasonable advance notice of intended audits. Offeror shall require its subcontractors to comply with the provisions of this Section by including its requirements in all subcontracts related to this Contract.
34. **E-Verify Requirements.** To the extent applicable under A.R.S. § 41-4401, Offeror and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees, and compliance with the E-Verify requirements under A.R.S. §23-214(A). Offeror's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by PMGAA. PMGAA shall have the right to inspect the papers of Offeror's and

any of Offeror's subcontractor's employee who works on this Contract to ensure the Offeror is complying with this paragraph.

35. **Availability of Project Funding.** This Contract's approval and continuation is conditioned on the availability of PMGAA, state, and/or federal funds appropriated by PMGAA for this purpose. If funds are not available or allocated by PMGAA for continuance of service under this Contract, then PMGAA may terminate the Contract. PMGAA shall promptly notify Offeror regarding the service that may be affected by a shortage of funds. No penalty accrues to PMGAA if this provision is exercised, and PMGAA shall not be liable for any future payments due or for any damages as a result of termination under this paragraph.

Attachment A

Contractor License and Identity Information

Arizona Registrar of Contractors Commercial License No.: _____

Select appropriate type. Contractor is:

An Individual

Name (typed or printed): _____

By: _____

(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ Facsimile No.: _____

A Partnership

Partnership Name: _____

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ Facsimile No.: _____

A Corporation

Corporation Name: _____

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Facsimile No.: _____

A Joint Venture

Joint Venture Name: _____

By: _____
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Facsimile No.: _____

Joint Venture Name: _____

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Facsimile No.: _____

Phone and facsimile number, and address for receipt of official communications:

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Attachment B
Standard Certifications

Complete Attachment B by checking the applicable box(s) and/or providing responses. Failure to complete this Attachment B in its entirety and submit with Offeror's SOQs will result in Offeror's submittal being deemed nonresponsive and not evaluated.

If Offeror cannot affirmatively certify to statement numbers 1 and 2 below, Offeror's submittal will be rejected and will not be evaluated.

1. Offeror hereby certifies does not certify
That this engagement, if selected, will not result in a conflict of interest.

2. Offeror hereby certifies does not certify
That the firm, and proposed team members, meet the Minimum Requirements/Qualifications as stated in Section Two B, of this RFQ.

If Offeror cannot affirmatively certify to statement number 3 below, PMGAA will consider Offeror's written response to determine if it's submittal will be accepted and be evaluated.

3. Offeror hereby certifies does not certify
That it has no known business or financial relationships between Offeror or Offeror's firm and members of the PMGAA Board.

If Offeror does have known business or financial relationships, please list them below:

By signature below, Offeror certifies that the information in this Attachment is true, and accurate.

By: _____
Signature

Printed Name/Title

Company Name

Date

Attachment C

Authorization For Release of Performance Information and Waiver

The purpose of this disclosure is to provide references to PMGAA. Offeror hereby consents that as an Offeror to PMGAA's Solicitation 2025-001-RFQ, Construction Manager at Risk for In-line Checked Baggage Improvements for Phoenix-Mesa Gateway Airport, Offeror authorizes those companies and government entities listed in Offeror's RFQ submittal and any other government entity for whom this company has performed construction services, to disclose and release to PMGAA, or their representatives, information, records and opinions concerning this company's past performance.

_____ (Offeror) hereby waives any claim it may have against PMGAA or any company or entity providing information to PMGAA by reason of any information being disclosed or opinions provided regarding the actions or performance of this company.

This authorization for disclosure of information is effective for one (1) year.

This consent or copy of this authorization shall be as valid and effective as the original.

Signature of Offeror

Date

Attachment D
Certificate of Insurability

Offeror hereby certifies that as an Offeror to PMGAA’s Solicitation 2025-001-RFQ, Construction Manager at Risk for In-line Checked Baggage Improvements for Phoenix-Mesa Gateway Airport, Offeror is fully aware of Insurance Requirements contained in the Contract Documents in Exhibit 1 and by the submission of this RFQ submittal, Offeror hereby assures PMGAA that Offeror is able to produce the insurance coverage required should Offeror be selected to be awarded the Construction Manager At Risk Pre-Construction Services Contract and/or the Construction Manager At Risk Construction Services Contract.

Should Offeror be awarded the Construction Manager at Risk Pre-Construction Services Contract and/or the Construction Manager At Risk Construction Services Contract. by PMGAA, and then become unable to produce the insurance coverage specified within ten working days, Offeror is fully aware and understand that PMGAA may not consider Offeror for this and future projects.

Signature of Offeror

Date

Attachment E
Contract(s) Review Statement

As an Offeror to PMGAA’s Solicitation 2025-001-RFQ, Construction Manager at Risk for In-line Checked Baggage Improvements, Offeror hereby certifies that Offeror has reviewed all Contract Documents contained in Exhibit 1 and Section Three, Standard Terms and Conditions to be attached to the CMAR Pre-Construction Services and Construction Services Contracts and have listed any objections to them below. The response shall clearly identify if the attached contracts are acceptable in all respects. If the contracts are not acceptable, the response shall identify the unacceptable clauses and shall provide suggested alternate language. General or vague statements or invitations to discuss further are not adequate answers.

Offeror is aware any objections to the Contract Documents (or to Section Three, Standard Terms and Conditions) will be considered and included in PMGAA’s evaluation of Offeror’s firm’s qualifications. Offeror is also aware, if Offeror fails to list any objections to the Contract Documents, including the Standard Terms and Conditions, Offeror will not be allowed to raise any objections later if selected as the most qualified Offeror.

Signature of Offeror

Date

Specific Objections:

Attachment F

Debarment and Suspension Certification

By submitting a SOQ under this solicitation, the Offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful Offeror, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful Offeror will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If it is later determined that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, PMGAA and/or the TSA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

By: _____
Signature

Printed Name/Title

Company Name

Date

Attachment G

Offeror's Statement on Previous Contracts Subject to Equal Employment Opportunity (EEO) Clause

Offeror shall complete the following statement by checking the appropriate boxes.

The Offeror has OR has not participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

The Offeror has OR has not submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that presentations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If Offeror has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under application filing requirements, the Offeror shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-I" prior to award of contract.

See also *General Conditions to the CMAR Construction Contract* for additional requirements regarding EEO

By: _____
Signature

Printed Name/Title

Company Name

Date

NOTE: Failure to complete the blanks may be grounds for rejection of Offeror's submittal.

Attachment H

Addenda Acknowledgement

Offeror is responsible for obtaining all addenda, if issued, via the PMGAA website within the relevant solicitation folder in the [Current Solicitations](#) section under the Business | Procurements, Vendors & Surplus Property section or by other means.

Failure to acknowledge, and include this form in Offeror's submittal, may cause Offeror's SOQ to be deemed nonresponsive. If no addenda were issued, Offeror does not need to include this attachment in its SOQ.

Offeror hereby acknowledges receipt of the following addenda issued by PMGAA for solicitation 2025-001-RFQ (fill in Addendum Number and Date Issued).

Addendum No. _____	Date Issued: _____
Addendum No. _____	Date Issued: _____
Addendum No. _____	Date Issued: _____
Addendum No. _____	Date Issued: _____
Addendum No. _____	Date Issued: _____

By: _____
Signature

Printed Name/Title

Company Name

Date

Attachment I
 Project Reference Questionnaire
References should correspond to those listed under Tab C, #2

Offerors: Complete the top section of this questionnaire and supply to each of your references to complete.

Past Performance Survey of:

(Name of Offeror): _____

(Name of Project Manager(s)): _____

Instructions: References will complete the following section about the Offeror and return this form directly to Phoenix Mesa Gateway Airport. Please email the completed form to Marian Whilden at mwhilden@gatewayairport.com no later than August 12, 2024. Thank you for your time and effort in assisting the Airport in this important endeavor.

The Phoenix Mesa Gateway Airport is collecting past performance information on firms and their key personnel. The information will be used to assist the Airport in the selection of a firm for CMAR Services. The firm listed above has listed you as a client for which they have previously performed work for. We would appreciate you taking the time to complete this survey.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge in a particular area, please leave it blank.

Reference Firm Name: _____ Date/Year of Project: _____

Reference Phone: _____ Reference Email: _____

Project Description: _____

NO	CRITERIA	UNIT	RATING
1.	Ability to meet customer expectations	(1-10)	_____
2.	Ability to maintain project schedule (completed on time or early)	(1-10)	_____
3.	Ability to manage project costs (minimal change orders)	(1-10)	_____
4.	Ability to identify and minimize the owner’s risk	(1-10)	_____
5.	Ability to increase value	(1-10)	_____
6.	Coordination of activities and documentation	(1-10)	_____
7.	Accessibility and communication	(1-10)	_____
8.	Leadership ability (minimize the need of owner direction)	(1-10)	_____
9.	Your comfort level in hiring the firm/individual again based on performance	(1-10)	_____
10.	Overall customer satisfaction	(1-10)	_____

Comments: _____

 Name Signature Date

Exhibit 1

Contract Documents

The following Contract Documents are hereby incorporated into and made part of PMGAA's solicitation 2025-001-RFQ. The contract document package may be found within this solicitation's web page in the [Current Solicitations](#) section under the Business | Procurements, Vendors & Surplus Property section.

Offerors shall acknowledge receipt, acceptance and/or any exceptions to the Contract Documents on Attachment E of this solicitation.

1. Construction Manager at Risk Pre-Construction Services Contract
2. Construction Manager at Risk Construction Services Contract which includes the following:
 - General Conditions to the CMAR Construction Services Contract:
 - General Provisions to the CMAR Construction Services Contract:
 - Special Provisions to the CMAR Construction Services Contract:
3. Basis of Design Report
4. Schematic Design Plans