



REQUEST FOR QUALIFICATIONS

SOUTH APRON AERONAUTICAL REDEVELOPMENT

Solicitation 2025-003-RFQ



REQUEST FOR QUALIFICATIONS (RFQ)

SOUTH APRON AERONAUTICAL REDEVELOPMENT

PHOENIX MESA GATEWAY AIRPORT AUTHORITY (PMGAA)

Issue date: September 26, 2024

Dates & times are subject to change

RFQ INFORMATION	
SOLICITATION 2025-003-RFQ	
Contact	Marian Whilden, Procurement Officer
Email Address	mwhilden@gatewayairport.com
Pre-Submittal Meeting Offered both in person and via Zoom	<p>Date: October 15, 2024, Time 1:00 PM (Arizona Time)</p> <p>In Person Location: Phoenix Mesa Gateway Airport Authority Administration Building 5835 S. Sossaman Road Mesa, AZ 85212</p> <p>Zoom Option: Participants must register prior to the meeting to receive the link to join. To register, send an email no later than October 14, 2024 to: mwhilden@gatewayairport.com</p>
Site Tour – In Person Only	Immediately following Pre-Submittal Meeting
RFQ Submittal Mailing/Delivery Address	5835 S. Sossaman Road Mesa, Az 85212
Due Date for Questions and Clarifications	November 7, 2024 by 12:00 PM (Arizona Time)
*RFQ Submittal Due Date	November 21, 2024 by 2:00 PM (Arizona Time)
Interviews (if conducted)	Week of January 27, 2025

***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 proposal. See the RFQ for more information regarding each item.

- Submittal Cover Sheet

- Tabs A through F**
 - Requested Submittal Information

- Tab G**
 - Attachment A, Standard Certifications.
 - Attachment B, Authorization for Release of Performance Information and Waiver.
 - Attachment C, Insurance Requirements
 - Attachment D, Agreement Review Statement
 - Letter from Offeror's Lender
 - Audited Financials
 - Resumes

- Tab H**
 - Attachment E, Addenda Acknowledgement (if issued, check website).

- Six (6) complete copies of Offeror's submittal
- One (1) electronic copy of Offeror's submittal

**REQUEST FOR QUALIFICATIONS
SOLICITATION #2025-003-RFQ FOR
SOUTH APRON AERONAUTICAL REDEVELOPMENT**

SUBMITTAL COVER SHEET

Name of Offeror: _____

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.gatweayairport.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 E 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 terms 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 be 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 D with respect to specific requests related to the sample PMGAA Land Lease 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 D 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 and Land Lease Agreement. Prior to contract award, the selected successful Offeror(s) will be notified of their apparent selection for contract award. If the Land Lease Agreement is not executed within 180 days from Notice of Intent to Award, PMGAA reserves the right to cancel and award to the next highest ranked Offeror.

Section Two – Special Provisions and Specifications

A. PROJECT DESCRIPTION AND VISION

The Phoenix-Mesa Gateway Airport Authority (PMGAA) is soliciting competitive qualifications from development firms, partnerships, end-users, etc. for the redevelopment of ± 8.00 acres of PMGAA owned property designated for aeronautical use (Exhibit 1). PMGAA envisions this redevelopment to provide world class facilities for aeronautical users and be capable of accommodating up to a Taxiway Design Group III size aircraft, such as the Boeing 737 or Airbus A320. The Authority’s goal for this project is to foster high-quality employment opportunities and generate additional economic benefit for Phoenix-Mesa Gateway Airport (Airport), the surrounding community, and the Greater Phoenix region.

Specifically, the desired project should:

- Enhance the Airport’s ability to attract quality aeronautical businesses
- Bolster economic benefit for the Airport including, but not limited to, landing fees, increased fuel sales, quality jobs, etc.
- Align to PMGAA and City of Mesa adopted plans, guiding documents, etc. as listed in Exhibit 2
- Incorporate sustainable construction practices such as energy-efficient building design, use of renewable materials, water conservation measures, and green building best practices
- Plan for on-site parking, including vehicle and aircraft apron parking, within the confines of the development site
- Be completed within a reasonable amount of time

To note, PMGAA does not envision aircraft tear down/storage operations on this site. Additionally, PMGAA has exercised its exclusive right to provide fueling and FBO services at the airport, under Federal Aviation Administration (FAA) regulations.

B. MINIMUM REQUIREMENTS/QUALIFICATIONS

The requirements listed below are the minimum requirements and are intended to govern, in general, the requirements desired. PMGAA reserves the right to evaluate variations from these specifications. Minimum requirements for Offerors to submit a Statement of Qualifications (SOQ) under this solicitation are as follows:

1. General

- a. Offeror and Offeror’s development partners, if any, shall have successfully developed at least two (2) commercial, corporate, or maintenance hangar facilities within the last ten (10) years **OR** If the Offeror is an end-user/owner-occupant, the Offeror shall have been in continuous business for a minimum of five (5) years.
- b. The Offeror, and Offeror’s development partners, if any, shall be capable of financing, planning, designing, constructing, maintaining, operating, and managing the proposed development.

2. Financial

The Offeror, and Offeror’s development partners, if any, shall demonstrate the financial capability to deliver the proposed development and meet all financial obligations as they relate to PMGAA proposed land lease.

C. KEY PERSONNEL

The Offeror 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, “Offeror’s Key Personnel”) identified in the Offeror’s submitted SOQ under this RFQ. The Offeror’s duties under the contract(s) shall be performed on behalf of the Offeror by Offeror’s Key Personnel. Offeror’s Key Personnel shall not be

removed or replaced without prior written consent of PMGAA. PMGAA recognizes that Offeror's Key Personnel may leave the employ of Offeror for reasons beyond Offeror's control. Whenever practicable, Offeror shall give PMGAA at least 14 calendar days' notice prior to the departure of any of Offeror's Key Personnel from the Project. PMGAA shall have the right to approve or reject any replacements for Offeror's Key Personnel when personnel leave that are beyond the control of the Offeror. When within the Offeror's control, failure to use Offeror'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.

D. AIRPORT OVERVIEW

Situated in the East Valley of the Phoenix Metro area, Phoenix-Mesa Gateway Airport (Gateway Airport) is home to more than 60 companies including Gulfstream Aerospace, Embraer, Textron Aviation, Virgin Galactic, and DSV. The region is known for its business friendly environment, a well-established defense and aerospace industry, and large, skilled workforce. Gateway Airport's strategic location provides unparalleled access to world-class educational partners including Chandler-Gilbert Community College's A&P maintenance technology program and Arizona State University's engineering, technology, and aerospace degree programs. The Airport is owned and operated by the Phoenix-Mesa Gateway Airport Authority (PMGAA, Authority), comprised of elected officials from its member communities of the City of Mesa, Town of Gilbert, Town of Queen Creek, the Gila River Indian Community, and the City of Apache Junction. It offers three 10,000-foot runways, 300+ days of sunshine, and is home to Foreign Trade Zone #221 with on-site U.S. Customs & Border Protection.

E. SITE DESCRIPTION

The redevelopment site formerly housed two former United States Air Force (USAF) buildings and support facilities that were recently demolished. The site encompasses \pm 8.00 acres of developable property adjacent to Taxiway Tango, which is designated as Group III under the FAA Taxiway Design Group standards. The site is provided in an "As-is, Where-is" condition, however PMGAA, to the extent possible, will provide information on existing site conditions.

Add-Alternate: PMGAA has an additional \pm 1.20-acre parcel available for development adjacent to the primary redevelopment site. The Offeror may propose how it intends to utilize the parcel as part of the overall redevelopment, or how it would develop the site on a standalone basis, if desired. The space could be utilized for a non-aeronautical building with parking and/or access to the primary redevelopment site. Per City of Mesa requirements, the Offeror shall build out the site frontage to include, but not limited to, sidewalk, landscaping, lighting, etc. Acceptance of this Add-Alternate is at the discretion of PMGAA.

F. DEVELOPMENT REQUIREMENTS

1. Financial

- a. Offeror, and Offeror's development partners, if any, at its sole cost and expense shall be responsible for financing, planning, designing, constructing, maintaining, operating, and managing its proposed development.
 - i. Offeror shall provide a letter from the Offeror's lender demonstrating a commitment to financially support a project.
 - ii. As a competitive solicitation PMGAA will not pay broker commission. Additionally, if the Offeror is planning to develop on a speculative basis, PMGAA will not pay broker commission on any transaction.
- b. Audited financials for the Offeror, and the Offeror's development partners, if any, for the preceding three (3) fiscal years shall be provided for review by PMGAA. Specifically, the individual or organization that will ultimately enter into a land lease with PMGAA.

2. Technical

- a. General
 - i. All applicable federal, state, and local laws, regulations, codes, and standards shall be complied with as they pertain to the planning, design, and construction of the proposed development.
 - ii. Offeror shall be responsible for all entitlement and permitting with the City of Mesa.
 - iii. The development shall be capable of handling no larger than a FAA Taxiway Design Group III aircraft.
 - iv. PMGAA expects a project with a high-quality level of design, in excess of its Design Guidelines. Exhibit 3 shows representative projects that align with PMGAA's expectations.
- b. Apron
 - i. The Offeror shall provide adequate apron space for aircraft parking, proportionate to the intended activities of the development. The apron and apron tie-in to Taxiway Tango shall conform with all FAA Airport Design Standards.
- c. Facility
 - i. If the development requires a foam system, High Expansion Foam or Synthetic Fluorine Free Foam (SFFF) shall be utilized.
 - ii. The successful Offeror shall be responsible for the construction of parking areas and access roads within, and in/out of, the redevelopment area, as delineated in Exhibit 1.
- d. Utilities
 - i. Offeror shall be responsible for securing, relocating and/or installing all utilities required for the development.
 - ii. Additional information related to existing utility lines, tie-ins, etc. are covered under *Assumptions*.

3. Lease Term and Rate

- a. The base land lease rate shall be no less than \$0.55 per square foot, per year, with a lease term not to exceed 49 years. PMGAA, at its discretion, may abate rent, during construction, for a period of time that is commensurate to the project scope and its complexities.
- b. A land lease rate and term commensurate with the proposed financial investment may be negotiated at PMGAA's discretion.
- c. The land lease rate is subject to an annual percentage based increase for the term of the proposed land lease.

G. ASSUMPTIONS

1. General

- a. PMGAA makes no representations or warranties as to the accuracy, completeness, or reliability of the provided assumptions or information. PMGAA has provided all pertinent information, in a good faith effort, to minimize delays or obstacles to the redevelopment of the site. Offeror shall complete its own due diligence and field verification to validate site conditions.

2. Existing Zoning

- a. The redevelopment site is zoned as "Light Industrial" under the City of Mesa. Additionally, PMGAA's Planned Area Development (PAD) Overlay provides additional information on applicable development standards. The PAD Overlay can be found in Exhibit 2.

3. Utilities

- a. Existing water, sewer, electric, and gas tie-ins, lines, equipment, etc. are located adjacent to/within the redevelopment site. During the demolition of the previous buildings, these were capped and made safe for future use.

- b. Existing Airport telecommunications utilities have been identified within the area. Offeror shall be responsible for any and all retrofits to existing communication vaults, lids, and other infrastructure to maintain continuity of operation.
- c. Some of these utilities have corresponding easements that may require revision, extinguishment, etc. should lines be abandoned, relocated, etc.

4. USAF Monitoring Wells

- a. Pursuant to the provisions of the Quit Claim Deed from the United States of America, the USAF maintains monitoring wells within the redevelopment site as part of its environmental monitoring efforts. Offeror shall collar and cover the wells to protect them and ensure they can be utilized by the USAF and its representatives.

5. Airfield Access

- a. Airfield access will be via an Offeror provided tie-in to Taxiway Tango.

6. Environmental

- a. PMGAA is required to complete an environmental evaluation in order to comply with the National Environmental Policy Act (NEPA). Given the redevelopment site was previously developed/previously disturbed, PMGAA anticipates being able to complete a Categorical Exclusion (CATEX) to satisfy NEPA requirements for the redevelopment and believe that an Environmental Assessment (EA) will not be required.

7. Easements

- a. A variety of easements exist within, and in the vicinity of, the redevelopment site including, but not limited to: Salt River Project (SRP), Natural Gas, Electric, etc. The easements, subject to the Offeror's plans, may need to be extinguished and/or reestablished depending on site design and layout. Offeror shall be responsible for all actions related to easements necessary for the site.

H. PROHIBITED USES

1. Offeror shall comply with all federal, state, and local laws and regulations pertaining to airport compatible land-use, to include but not limited to 14 CFR Part 150, Advisory Circular AC 150/5190-4, Mesa City Code, etc.
2. The premises shall be used for, and benefit, aeronautical activity.
3. The Offeror is prohibited from utilizing any portion of the Add-Alternate premises for a Prohibited Use, including but not limited to:
 - a. Outdoor activities or entertainment accessory to a wedding or reception center
 - b. Any residential development including but not limited to a dwelling unit in conjunction with a primary use intended for occupancy by the proprietor, caretaker or night-watchman of the primary use; a Multiple residence development including apartments, condominiums, and townhouses; and single-family residential development, mobile home parks, and recreational vehicle parks
 - c. Elementary and secondary schools
 - d. Funeral Homes and services, including crematories and mortuaries.
 - e. Construction yards other than construction yards that are part of a building and screened from public view by walls or other structures
 - f. Wedding and reception centers
 - g. Fraternal organizations, service and social clubs, lodges, fraternities and sororities.
 - h. Nursing and convalescent homes, philanthropic and charitable institutions, residential and out-patient care and rehabilitation centers, hospices
 - i. Hospitals

- j. Industrial operation(s) falling under the *Heavy Industrial* classification as defined by Title 11 *Zoning Ordinance* of Mesa City Code.
- k. Self-storage
- l. Outdoor display areas for the sale and rental of items characteristically not enclosed in a building, limited to the following:
 - i. Plant nurseries
 - ii. Building materials such as lumber and masonry supplies
- m. Amusement enterprises, such as miniature golf courses, water slides, driving ranges. Batting cages, and similar outdoor uses, but indoor facilities for such uses shall be permitted
- n. Commercial automobile, recreational vehicle, and similar vehicular parking and storage lots and garages, as a primary use
- o. Plasma centers, charity dining services, homeless shelters, day labor hiring centers, substance abuse detoxification and treatment centers, rescue missions, and similar social service uses
- p. Pawn shops and tattoo parlors
- q. Assisted living facilities
- r. Car washes
- s. Automobile service stations with or without accessory auto repair facilities
- t. Swap meets, farmer's markets, and similar outdoor sales operations
- u. Auto towing and impound yards
- v. Animal hospitals, clinics, and boarding kennels
- w. Churches
- x. Marijuana Dispensaries
- y. Any sexually oriented business facility or a facility for the sale or display of pornographic or sexually explicit material, such as adult theaters or adult bookstores, as determined by community standards for the area in which the Property is located
- z. Gaming establishments

I. 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) 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"), excluding conceptual site plan(s) and rendering(s) of the proposed development and proposed graphical project timeline (if used) and must have a page number.
7. This SOQ may not exceed thirty-five (35) single-sided 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.
8. SOQ is written/typed in ink.
9. Font size shall be no smaller than 11pt.
10. 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.
11. **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. Letter from Offeror's lender
6. Audited financials
7. Resumes for each key team member, maximum of 2 pages each
8. Attachments A through E

J. SUBMITTALS

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

Tab A – Table of Contents (with page numbers)

Tab B - General Information (maximum of one page)

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 - Relevant Firm Experience

1. Firm's overall service capability as it relates to this project
2. List and briefly describe no more than three (3) comparable projects completed by your firm or currently in progress. Include your firm's role and discuss contract amendment history, if applicable. For each project, include:
 - a. Contract value
 - b. Project owner
 - c. Project location
 - d. Project end-user(s)
 - e. Construction start and ends dates

Or, if Offeror is an end-user/owner-occupant, briefly describe no more than three (3) locations, nature of business, and the type(s) of real estate agreements in place/utilized for the location(s).
3. Offeror's capability and intent to proceed without delay if selected for this work.
4. Describe the firm's knowledge and experience with applicable federal and state and local regulations, policies and procedures as it relates to this project.
5. Letter from the Offeror's lender demonstrating a commitment to financially support a project. Provide under Tab G.
6. Audited financials for the Offeror, and the Offeror's development partners, if any, for the preceding three (3) fiscal years. Specifically, the individual or organization that will ultimately enter into a land lease with PMGAA. Provide under Tab G.
7. Provide an organizational chart with names and titles of the proposed team.

Tab D - Project Team Experience & Qualifications

1. Describe each team member's firm position; provide resumes of each proposed team member. List professional certifications, and any applicable coursework or training. Provide resumes under Tab G.
2. Briefly describe each team member's role on this project.
3. Provide "team" experience working together on similar projects.
4. Identify proposed subconsultants, and your method of selection, if applicable. Include in your SOQ a proposed subconsultant selection plan and their business resume.

Tab E - Project Understanding and Approach

1. Describe your understanding of the project.
2. Describe your proposed methodology for addressing the items listed in Section Two.
3. Provide a conceptual site plan(s) and conceptual rendering(s) of the proposed development.
4. Provide a proposed project timeline with a brief explanation on project milestones.
5. Describe the work you anticipate self-performing, and the work you anticipate being performed by subconsultants/subcontractors.
6. Describe your approach to operating within an agreed schedule.
7. Describe your planning, scheduling and project management tools.

Tab F – Other

1. List and describe the following within the last ten (10) years:
 - a. Any litigation, arbitration and/or claims filed by your firm against any project owner as a result of a contract dispute
 - b. Any claim filed against your firm
 - c. Termination of a development agreement
 - d. Bankruptcy
2. Complete Attachment F, Project Reference Questionnaire, for the above comparable projects or locations 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 G - Appendices

1. Attachment A, Standard Certifications
2. Attachment B, Authorization for Release of Performance Information and Waiver
3. Attachment C, Insurance Requirements. Within ten days of execution of a contract with PMGAA, the successful Offeror shall furnish proof of insurance meeting the requirements of, and in the amounts listed in Attachment C, and Exhibit 4, sample PMGAA Land Lease Agreement
4. Attachment D, Agreement Review Statement
5. Letter from Offeror's lender
6. Audited financials
7. Resumes for proposed key team members, 2-page maximum for each resume

Tab H – Addenda Acknowledgement (if applicable)

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

K. EVALUATION CRITERIA

Submittals will be evaluated based on the following criteria:

Points	Category
20	Relevant Firm Experience
20	Project Team Experience & Qualifications
30	Project Understanding & Approach
25	Conceptual Site Plan(s) & Rendering(s)
5	Other (including submittal completeness)
100	Total Score

L. 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 Relevant Firm Experience 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 below and re-rank the short-listed Offerors in order of highest to lowest score.

Points	Category
15	Relevant Firm Experience
20	Project Team Experience & Qualifications
40	Project Understanding & Approach
25	Conceptual Site(s) Plan & Rendering(s)
100	Total Score

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 to finalize a Land Lease Agreement for the services. If an agreement cannot be successfully negotiated with the highest ranked Offeror, then negotiations may be terminated with that Offeror and PMGAA may enter negotiations with the next highest ranked Offeror 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. **Not Used.**
3. **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.
4. **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.
5. **Affirmative Action.** Offeror shall abide by all the federal and state of Arizona provisions for equal opportunity in the workplace.
6. **Human Relations.** Offeror shall abide by all the federal and state of Arizona provisions against discrimination of disadvantaged business enterprises in applicable PMGAA contracts.
7. **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.

8. **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*.
9. **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.
10. **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.
11. **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.
12. **Contract.** This Contract is based on and the result of a negotiated Scope of Work and Proposal, Bid or Statement of Qualifications submitted by Offeror under this RFP, IFB or RFQ. No prior oral or written agreements, contracts, proposals, negotiations, purchase orders, or master agreements (in any form) are enforceable between the parties.
13. **Not Used.**
14. **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.
15. **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.
16. **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.
17. **Not Used.**
18. **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.
19. **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.

20. **Not Used.**
21. **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.
22. **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.
23. **Advertising.** Offeror shall not advertise or publish information concerning this Contract without prior written consent of PMGAA.
24. **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.
25. **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.
26. **Not Used.**
27. **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.
28. **Not Used.**
29. **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.
30. **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.

31. **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 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.
32. **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.
33. **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.
34. **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.
35. **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.

Attachment A
Standard Certifications

Complete Attachment A by checking the applicable box(s) and/or providing responses. Failure to complete this Attachment A 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 firm's development partners, if any, 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 B

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 2025-003-RFQ, South Apron Aeronautical Redevelopment 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 redevelopment 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 C Insurance Requirements

The selected Offeror will be required to procure and maintain, at its own expense, certain insurance types and amounts as well as any required in the subsequent Land Lease. All such insurance must name PMGAA as additional insured, with the exception of a Workers Compensation policy. Selected Offeror shall provide PMGAA with acceptable insurance certificates and endorsements prior to commencement of any work under the subsequent Land Lease Agreement.

The insurance types and coverage ranges provided below are for reference only. Certain insurance types may not be applicable depending on the proposed development/operation. The types of insurance and coverage amounts are subject to change. Additional requirements may arise, including endorsements such as an MSC-90. Required insurance types and coverage amounts will be determined with the successful Offeror.

Insurance Type	Coverage Ranges
Aircraft Liability	Not applicable (with other requirements that may apply) - \$250 million
Airport Premises Liability	\$3 million - \$250 million
Builder's Risk	Full insurable value plus 10 percent (Cost + 10%)
Commercial Automobile Liability	\$1 million - \$5 million
Comprehensive General Liability	\$1 million - \$5 million
Environmental Impairment Liability	\$1 million - \$2 million
Hangarkeeper's Liability	Not applicable (with other requirements that may apply) - \$10 million or value of largest aircraft Lessee can accommodate
Property	Full value of essential personal property and improvements, if any, on all risks, replacement cost basis
Workers' Comp & Employer Liability	As required by law / \$500,000 - \$1 million

Offeror hereby certifies that as an Offeror to PMGAA's Solicitation 2025-003-RFQ for the South Apron Aeronautical Redevelopment for Phoenix-Mesa Gateway Airport, Offeror is fully aware of the Insurance Requirements as specified in this Attachment C and is aware that additional insurance types and/or amounts may be required in the subsequent Land Lease Agreement.

Should Offeror be awarded the Land Lease Agreement under this solicitation by PMGAA, and then become unable to produce the insurance coverage specified within ten working days, Offeror is fully aware and understands that PMGAA may not consider Offeror for this and future projects.

Signature of Offeror

Date

Attachment D

Agreement Review Statement

As an Offeror to PMGAA’s Solicitation 2025-003-RFQ, South Apron Aeronautical Redevelopment, Offeror hereby certifies that Offeror has reviewed the sample PMGAA Land Lease Agreement (Exhibit 4) and have listed any objections to them below. The response shall clearly identify if the attached sample Land Lease Agreement is acceptable in all respects. If the Agreement is 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 understands that Exhibit 4 is a sample of PMGAA’s Land Lease Agreement and, as such, additions, revisions, and/or deletions of terms and conditions may be made to the final Agreement to be executed for the services procured under this solicitation.

Offeror is aware any objections to the sample Land Lease Agreement 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 PMGAA’s sample Land Lease Agreement, Offeror will not be allowed to raise any objections later if selected as the most qualified Offeror.

Signature of Offeror

Date

Specific Objections:

Attachment E

Addenda Acknowledgement

Offeror is responsible for obtaining all addenda, if issued, via the PMGAA website within the relevant solicitation 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 2025-003-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 F
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 November 21, 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 land development. 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 Redevelopment Area

PMGAA's Redevelopment Area images may be found within this solicitation's web page in the [Current Solicitations](#) section under the Business | Procurements, Vendors & Surplus Property section.

Exhibit 2

PMGAA and City of Mesa Documents

The following documents, as amended from time to time, are incorporated into this RFQ and are available using the links provided:

1. Mesa City Code

https://library.municode.com/az/mesa/codes/code_of_ordinances

2. City of Mesa Quality Design Guidelines

<https://www.mesaaz.gov/business/development-services/planning/quality-development-design-guidelines>

3. PMGAA Applicable Documents, including, but not limited to Airport Minimum Standards, Airport Rules and Regulations, and Design Review Documents

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

4. City of Mesa Zoning Documents for PMGAA

This document may be found within this solicitation's web page in the [Current Solicitations](#) section under the Business | Procurements, Vendors & Surplus Property section.

Exhibit 3 Representative Projects



Exhibit 3 (Continued)
Representative Projects

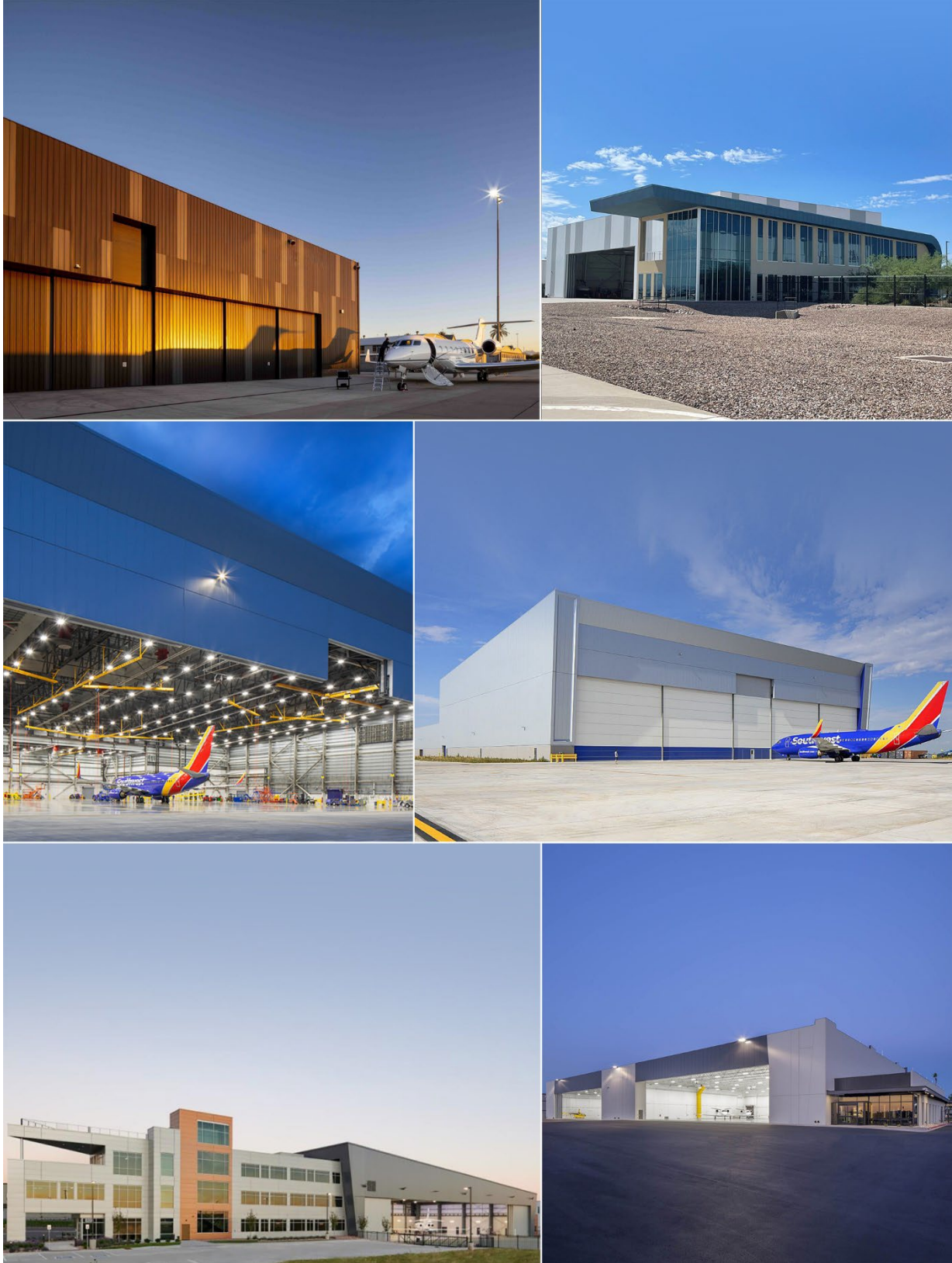


Exhibit 4

Sample PMGAA Land Lease Agreement

PMGAA's sample Land Lease Agreement 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 sample agreement on Attachment D of this solicitation.