



## Notice of Request for Qualifications (RFQ)

SOLICITATION NUMBER: 2019-017-RFQ

SERVICE: Construction Manager at Risk Services for an Air Traffic Control Tower

SOQ DUE DATE & TIME: February 14, 2019 by 1:00 pm (Arizona) time

MAILING/DELIVERY ADDRESS: Phoenix-Mesa Gateway Airport Authority  
Attn: Marian Whilden, Procurement Coordinator  
5835 S. Sossaman Road  
Mesa, AZ 85212

The Phoenix-Mesa Gateway Airport Authority (PMGAA) requests Statements of Qualifications (SOQ) from qualified contractors to provide Construction Manager at Risk services for an Air Traffic Control Tower for the Phoenix-Mesa Gateway Airport (Gateway Airport) in Mesa, Arizona. This solicitation may be downloaded from our website at [www.gatewayairport.com](http://www.gatewayairport.com) under the Business|Procurements & Notices section. All submissions and Offeror conduct must comply with applicable PMGAA policies, rules and procedures. PMGAA may cancel this solicitation at any time for any legally permissible reason.

The PMGAA will accept Statements of Qualifications for the specified service until the time and date cited above. Statements of Qualifications must be submitted in a sealed envelope with the solicitation number and the Offeror's name and address clearly indicated on the envelope. Submittals received on or before the correct time and date will be time stamped by a staff member and publicly recorded. Late submittals will not be considered. Additional instructions for preparing your SOQ are provided in the solicitation package. Requests for additional information or clarification of requirements must be in writing and submitted to:

Contact: Marian Whilden, Procurement Coordinator  
Telephone: (480) 988-7646  
Email: [mwhilden@gatewayairport.com](mailto:mwhilden@gatewayairport.com)

A pre-submittal meeting is scheduled for January 29, 2019 at 10:00 am. The meeting will be held at the Airport Administration Building located at 5835 S. Sossaman Road, Mesa, AZ. Attendance is not mandatory, but Offerors are encouraged to attend this meeting. Any questions outside of the pre-submittal meeting will require a written inquiry by the Offeror and a written response from PMGAA posted as an addendum on PMGAA's website.

Deadline for submitting questions to PMGAA is February 1, 2019 by 5:00 pm. Responses to questions received will be issued in an addendum to the Request for Qualifications and posted at [www.gatewayairport.com](http://www.gatewayairport.com) under the Business|Procurements & Notices section of the website. Offerors are responsible for checking the PMGAA website at [www.gatewayairport.com](http://www.gatewayairport.com) under the Business|Procurements & Notices section for any addendums that may be created for this solicitation.

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 coordinator listed above. Unauthorized contact of any PMGAA Board of Directors, and/or PMGAA staff or representatives may be cause for rejection of qualifications.

Issue Date: January 14, 2019

**Request for Qualifications**  
Table of Contents

---

| <b>Section</b>  | <b>Page</b> |
|---|-------------|
| Notice of Request for Qualifications  | i           |
| Table of Contents   | 1           |
| Notice of Intent Form   | 2           |
| Section One – Information and Instructions  | 3           |
| Section Two – Special Provisions and Specifications                                 | 7           |
| Section Three – Standard Terms and Conditions                                       | 14          |
| <br>  |             |
| Attachment A – Authorization for Release of Performance Information and Waiver      | 19          |
| Attachment B – Certificate of Insurability  | 20          |
| Attachment C – Offeror’s Identity Information                                       | 21          |
| Attachment D – Offeror’s Disadvantaged Business Enterprise Identification Statement | 23          |
| Attachment E – Proposed Disadvantaged Business Enterprise Participation             | 24          |
| Attachment F – Letter of Intent to Perform  | 25          |
| Attachment G – Identification Statement for Disadvantaged Business Enterprise       | 26          |
| Attachment H – Agreement Review Statement   | 27          |
| Attachment I – Federal Provisions Certification                                     | 28          |
| Attachment J – Contract Documents   | 33          |

## Notice of Intent

### Solicitation Number 2019-017-RFQ Construction Manager at Risk services for an Air Traffic Control Tower

Please fax or email this page upon receipt of solicitation package

Fax: (480) 988-2315

Email: [mwhilden@gatewayairport.com](mailto:mwhilden@gatewayairport.com)

This notice is to be completed by any Offeror who intends to submit a response to the Phoenix-Mesa Gateway Airport Authority (PMGAA) for the above titled solicitation. The submittal of this form in no way obligates an Offeror to provide any services or materials to the PMGAA.

#### Offeror Responsibilities:

- Offerors are responsible for checking the PMGAA website at [www.gatewayairport.com](http://www.gatewayairport.com) under the Business | Procurements & Notices section for any addendums that may be created for this solicitation.
- Offerors shall submit responses in accordance with requirements stated in the solicitation.
- Offerors may not submit responses to a solicitation via email or fax.

For any clarifications, please contact Marian Whilden, Procurement Coordinator, at (480) 988-7646 or e-mail: [mwhilden@gatewayairport.com](mailto:mwhilden@gatewayairport.com).

.....  
Date: \_\_\_\_\_ Name: \_\_\_\_\_

Company: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**Yes, I intend to respond to this solicitation**

If you are unable to respond on this item, kindly indicate your reason for “No Response” below and fax back.

**No, I do not intend to respond to this solicitation for the following reason(s):**

---

---

**How did you hear about this solicitation?** (Please circle or write in)

Arizona Business Gazette

East Valley Tribune

PMGAA Web Site

Direct email

Industry Association: \_\_\_\_\_ Other: \_\_\_\_\_

## Section One - Offeror Information and Instructions

---

### A. GENERAL INFORMATION ON SOLICITATION PROCESS

1. **Availability of Solicitation.** The solicitation package is available via the Internet at [www.gatewayairport.com](http://www.gatewayairport.com) under the Business | Procurements & Notices section.
2. **Addendums.** If PMGAA deems it necessary to amend the solicitation, an Addendum will be prepared in writing and posted to PMGAA website. Offerors are responsible for obtaining all addendums via PMGAA website at [www.gatewayairport.com](http://www.gatewayairport.com) under the Business | Procurements & Notices section or by other means. Any Addendums issued by PMGAA are to be included in the response and will become a part of the contract. Offeror shall acknowledge receipt of each addendum by signing and returning the document, as part of the Offeror's submittal under this RFQ, and by the specified due date and time of the RFQ.
3. **Familiarization with Requirements.** It is the Offeror's responsibility to examine the entire solicitation package and seek clarification of any requirement 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 in writing and/or 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.
  - d. **Verbal Responses.** Oral interpretations or clarifications will be without legal effect. An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
6. **Offer and Acceptance Period.** Unless specified differently in Section Two, all proposals submitted shall remain valid and irrevocable for ninety (90) days after the opening time and date of proposals.
7. **Public Record.** All submittals in response to this solicitation shall become the property of PMGAA, shall not be returned to Offeror and shall become a matter of public record available for review subsequent to the contract award. 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>.

8. **Solicitation Results.** Results are not provided in response to telephone inquiries. A tabulation of responses received will remain on file at PMGAA and available for review after a contract is awarded.
9. **Debarment/Suspended.** By submitting a proposal, Offeror certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this solicitation by any Federal department or agency.
10. **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.
11. **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.
12. **Legal Remedies.** All claims and controversies shall be subject to the current PMGAA Procurement Policy.
13. **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.
14. **Certification.** By submitting a bid, proposal or statement of qualifications, Offeror certifies:
  - a. 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.
  - b. 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 solicitation.
15. **Title VI Solicitation Notice.** PMGAA, 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 any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit statements of qualifications in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
16. **Disadvantaged Business Enterprise.** The requirements of 49 CFR Part 26 apply to this contract. It is the policy of PMGAA to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. PMGAA encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

## **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 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. One (1) original and 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 returned to the Offeror.
- 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 such as 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 proposal.
- 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. Submission of additional terms, conditions and/or agreements with the SOQ response may result in rejection.

**4. Award of Contract.**

- a. Rights of PMGAA. The PMGAA reserves the right to award to whichever Offeror(s) deemed most advantageous to the PMGAA. The PMGAA may reject any or all submittals, waive any minor informality 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 the 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. Construction Manager At Risk Contracts. Selected Offeror(s) will be required to execute Construction Manager at Risk Contracts with PMGAA which will include by reference this solicitation. If the Agreements cannot be executed within 30 days from the Notice of Intent to Award, PMGAA reserves the right to cancel and award to the next highest rated firm.

## Section Two – Special Provisions and Specifications

---

### A. PROJECT DESCRIPTION

Phoenix-Mesa Gateway Airport desires to select a Construction Manager at Risk (CMAR) team to provide preconstruction design and construction services for a proposed new Air Traffic Control Tower (ATCT), project #927.

### B. SCOPE OF SERVICES

The new ATCT structure shall be 194 feet above ground level (AGL) to the top of the tower with an air traffic controller eye height of 164 feet AGL. The ATCT's control cab shall be approximately 550 square feet and provide for eight (8) controller stations plus an area for the Controller-in-Charge. Space on non-cab floors shall accommodate a staff break room, meeting and training space, an air-traffic manager space (office), as well as various space(s) to accommodate the ATCT's electronics, communications and radar equipment, and mechanical, electrical, and fire/life safety equipment.

### C. MINIMUM REQUIREMENTS

1. Current Arizona Registrar of Contractors Class B-1 General Commercial License.
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.

### D. DISADVANTAGED BUSINESS ENTERPRISE INFORMATION AND REQUIREMENTS

Phoenix-Mesa Gateway Airport Authority's Disadvantage Business Enterprise (DBE) Program Goal is 11.5%

Prime Offerors are encouraged to provide subcontracting opportunities of a size that small businesses, including DBEs, can reasonably perform. It is the policy of the PMGAA to ensure that DBE certified companies, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in DOT assisted contracts. It is PMGAA's policy:

- To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
- To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
- To ensure only firms that fully meet the eligibility standards are set forth in 49 CFR Part 26 are permitted to participate as DBEs;
- To help remove barriers to participation of DBEs and SBEs in USDOT-assisted contracts;

PMGAA shall award contracts without regard to race, color, sex, or national origin. PMGAA shall not, nor shall it require its Contractors to, award contracts or subcontracts to or to make purchases of materials or equipment for Disadvantaged Business Enterprises who are not qualified.

The Arizona Department of Transportation UCP Disadvantaged Business Enterprise directory is provided as a service to those who are in search of Certified DBE consultants/contractors. It is to be used as a guide for selecting certified DBEs. Information in the directory should be verified with the ADOT's Uniform Certification Program. The directory can be found at:

<https://utracs.azdot.gov>



Obligation. Offerors are required to meet the DBE program submittal requirements detailed in this Section and, by the submittal of a SOQ and/or subsequent acceptance of a contract, agree to provide opportunities for the fair and full utilization of DBE's by complying with the RFQ submittal and post-award requirements of this Section. Nothing in this Clause shall be construed to require the utilization of DBE firms that are not qualified or available to perform work. Failure to comply with the requirements of this Clause constitutes a breach of Contract. Such breach may lead to the termination or cancellation of the Contract.

It is the responsibility of the Offeror to ensure that the scope of work to be performed by the DBE is consistent with the area in which the firm has been granted DBE certification. This shall be done by the Offeror obtaining and providing all applicable North American Industry Classification System (NAICS) codes that each proposed DBE is certified to perform work under, as certified by the Arizona UPC, and obtaining and providing the applicable NAICS codes for the type of work that each DBE will perform under the contract (as provided for on Attachment E). **DBE scopes of work listed on the form that fall outside the trade or performance area in which the DBE has been granted certification will not be counted in determining if the Offeror has met the DBE program goal requirements.** If there are questions, the Offeror should contact PMGAA's Procurement Department for verification. PMGAA reserves the right to validate information on the form with the DBE subcontractor and/or other certifying entities or licensing agents as part of the verification process.

Upon execution of any subcontract entered into by Offeror as a result of an award under this solicitation, Offeror is required to make available to PMGAA, upon request of PMGAA, a copy of all executed subcontracts as they relate to this solicitation, both DBE and non-DBE subcontracts. Offeror shall ensure that all subcontracts or agreements to supply labor or materials require that the subcontract and all lower tier subcontracts contain the required DBE contract clauses and be performed in accordance with 49 CFR Part 26 provisions.

Upon selection of Offeror by PMGAA for award recommendation, Offeror will be required to submit the following at the time of their submission of proposed fees:

1. DBE Participation and Goal Calculation form, found in Division VI to the Contracts (Attachment J).
2. If selected Offeror fails to identify DBE participation that is equal to, or less than, the DBE program goal of **11.5%**, than selected Offeror shall, as a requirement, petition for grant relief from the portion of the goal that has not been met. Such petition must state the specific portion of the goal for which relief is requested.

The petition for relief shall be submitted to PMGAA's Procurement Coordinator at: [mwhilden@gatewayairport.com](mailto:mwhilden@gatewayairport.com). The submittal shall include all reasonable good faith efforts made by the selected Offeror towards fulfilling the DBE requirement. The petition and good faith efforts must be executed in affidavit format and be duly signed by an authorized representative of the selected Offeror. Mere pro-forma efforts will not be regarded as satisfying the requirements of good faith. The good faith efforts documentation must be submitted with Offeror's Statement of Qualifications.

Failure of the selected Offeror to provide sufficient evidence to show the good faith efforts made to obtain DBE participation shall result in PMGAA determining that the selected Offeror was non-responsive to the DBE requirements of this RFQ. The actions taken to meet the good faith requirements must be substantiated by written documentation and proof. A declaration that good faith efforts were made will not be sufficient to meet the burden of proof required. PMGAA Procurement department's decision as to whether or not good faith efforts have been made is final and conclusive.

Factors, as set forth in 49 CFR Part 26 Appendix A – *Guidance Concerning Good Faith Efforts*, are illustrative of matters which the Procurement department will consider in judging whether the contractor made good faith efforts.

Determination of Responsiveness to DBE Requirements. Any Offeror wishing to remain in competition for contract award shall provide all required DBE validating information, as listed in this RFQ, at the time of SOQ submittal. Failure to submit the DBE program documentation, in completed form, will result in a determination by the PMGAA that the Offeror is non-responsive to the SOQ requirements. For purposes of this requirement, other documentation that may, on its face, provide the same information contained on the required forms, shall not be sufficient to meet this requirement. The submittal of the required documentation is a matter of responsiveness.

## **E. SUBMITTAL REQUIREMENTS**

Firms interested in responding to this solicitation should submit Statements of Qualifications (SOQ) which includes a one-page cover letter plus a maximum length of fifteen (15) pages to address the SOQ criteria as specified and, in the order, listed in this Section II.

In responding to this RFQ, Offerors shall organize their SOQ submission in such a way as to follow the general evaluation criteria listed below. 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.

1. **Cover Letter (one page):**
  - a. Identify the full legal company name and organization type, mailing address, telephone number, and email address for the person (preferably the designated or proposed project manager) who will serve as the firm's primary contact person for their SOQ;
  - b. Provide a brief introduction of the prime company and team as it relates to the requested services;
  - c. Describe the general and specific capabilities and experience of the Offeror that the Offeror believes will benefit PMGAA and the Project.
2. **General Qualifications of Firm/Team (15 points)**
  - a. Firm/Team overall service capability as it relates to this project
  - b. List and briefly describe at least two (2) comparable projects completed by your firm/team or currently in progress. For each project, include:
    - i. Role of your firm/team. If CMAR, identify the percent of work self-performed. Also, specify services provided during preconstruction services.
    - ii. Initial construction cost and final construction cost; briefly explain any variance.
    - iii. Original contract construction duration and actual duration; briefly explain any variance.
    - iv. Project owner, contact name, telephone number and address.
    - v. Design consultant firm and contact name, telephone number and address if the project was a CMAR.
  - c. 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?
  - d. Describe the methods your firm has in place for addressing project issues, contract modifications, and schedule recovery to maintain the completion date.

- e. List and describe your firm's capability and intent to proceed without delay if selected for this project.
  - f. Provide a statement regarding your assurance that this engagement will not result in a conflict of interest for the firm/team.
  - g. Describe the firm's knowledge and experience with applicable federal and state and local regulations, policies and procedures as it relates to this project.
- 3. Specific Project Team Experience & Qualifications (25 points)**
- a. Describe each team member's firm position; provide resumes of each proposed team member. List professional certifications, and any applicable coursework or training.
  - b. Describe each team member's role on this project and include an organizational chart.
  - c. Describe in detail what steps your firm will take to ensure that key personnel remain assigned to the project for its duration.
  - d. Describe your method of selection for subcontractors, if applicable.
- 4. Project Understanding (30 points)**
- a. Discuss the major components, issues and challenges your team has identified on this project and how it intends to address them
  - b. What risks have you identified on this project? How do you intend to manage these risks?
  - c. Provide an example of a previous challenge encountered and describe how the challenge was approached and resolved.
- 5. Approach to Performing the Required Services (25 points)**
- a. 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.
  - b. Describe your team's approach to coordinating with PMGAA, the design team, subcontractors and suppliers during the preconstruction and construction phases.
  - c. Explain how you will manage construction quality control and subcontractors during the construction phase of the contract.
  - d. Describe your approach to operating within an agreed budget and schedule.
  - e. 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.
- 6. Miscellaneous (5 points)**
- a. Identify any contracts or subcontracts held by the firm or officers of the firm, within the last five years, which has been terminated. Identify any claims or issues arising from contracts, within the last five 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.
  - b. List all projects, within the last five years, where Liquidated Damages were assessed for failure to complete the contract within the specified contract time, and explain why they were assessed.

- c. Submittal quality and thoroughness.
- d. Reference checks.

**7. DBE Participation, Small & Local Business Inclusion:**

- a. Complete the DBE Identification Statement (Attachment D).
- b. Identify all DBE certified sub-contractors and describe their role on the project team (Attachment E).
- c. Obtain a Letter of Intent to Perform from all proposed DBE contractors/suppliers (Attachment F).
- d. Obtain a completed Identification Statement from all proposed DBE contractors, if applicable (Attachment G).

**8. Appendices**

- a. Attachment A, Authorization for Release of Performance Information and Waiver, shall be completed, signed and included in the SOQ.
- b. Attachment B, Certificate of Insurability, shall be signed and included in the SOQ. 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 the Contract Documents (Attachment J).
- c. Attachment C, Offeror's Identity Information, shall be completed, signed, and included in the SOQ.
- d. Attachment D, Offeror's DBE Identification Statement, shall be completed, signed and included in the SOQ.
- e. Attachment E, Proposed DBE Participation, shall be completed, signed and included in the SOQ.
- f. Attachment F, Letter of Intent to Perform, shall be completed, signed and included in the SOQ.
- g. Attachment G, Identification Statement for DBE, shall be completed, signed and included in the SOQ, for each DBE if applicable.
- h. Attachment H, Agreement Review Statement, shall be completed, signed and included in the SOQ.
- i. Attachment I, Federal Provisions Certification, shall be completed, signed and included in the SOQ.
- j. Resumes for proposed key team members, 2-page maximum for each resume.
- k. Any Addenda issued by PMGAA.

**F. SUBMITTAL INSTRUCTIONS**

- 1. This SOQ may not exceed fifteen (15) single-sided pages (maximum 8½" x 11") with a minimum of 11 pt. type. Submissions exceeding the page limit will be considered non-responsive and will be returned to the responder without further evaluation. Responders must submit one (1) original and five (5) copies of their Statements of Qualifications for a total of six (6) in addition to one (1) electronic copy of the complete Statement of Qualifications and all attachments.

2. The following information is not included in the page limit:
  - a. Cover letter on company letterhead, maximum of 1 page
  - b. Resumes for each key team member, maximum of 2 pages each
  - c. Attachment A, Authorization for Release of Performance Information and Waiver
  - d. Attachment B, Certificate of Insurability
  - e. Attachment C, Offeror's Identity Information
  - f. Attachment D, Offeror's DBE Identification Statement
  - g. Attachment E, Proposed DBE Participation
  - h. Attachment F, Letter of Intent to Perform
  - i. Attachment G, Identification Statement for DBE's
  - j. Attachment H, Agreement Review Statement
  - k. Attachment I, Federal Provisions Certification
  - l. Any Addenda issued by PMGAA
  
3. Do not include a table of contents or tab dividers. Submittals should be bound by plastic or metal three ring binder only. Pages having photos, charts, and/or graphs that provide additional evaluation information will be counted towards the maximum number of pages.
  
4. Failure to include all information requested shall cause such incomplete statement of qualifications to be rejected and not be evaluated or considered in the selection process.
  
5. SOQs must be submitted in a sealed envelope with the solicitation number and the responder's name and address clearly indicated on the envelope. Statements of Qualification must be submitted to Marian Whilden, Airport Administration Office at 5835 S. Sossaman Road, Mesa, Arizona 85212 on or before the designated due date and time. **LATE STATEMENTS OF QUALIFICATIONS WILL NOT BE ACCEPTED.**

## **G. EVALUATION CRITERIA**

| Points | Category  |
|--------|---|
| 15     | Qualifications of Firm/Team                       |
| 25     | Specific Project Team Experience & Qualifications |
| 30     | Project Understanding                             |
| 25     | Approach to Performing the Required Services      |
| 5      | Misc. (submittal quality, completeness, etc)      |
| 100    | TOTAL SCORE                                       |

## H. SELECTION PROCESS

1. PMGAA will appoint an evaluation panel to evaluate each Offeror's qualifications. Using the criteria and weighting listed herein, and in order of preference, the selection committee will rank the Offerors.
2. PMGAA may contact and interview references provided by each Offeror.
3. The evaluation panel may then make a selection solely based on their collective evaluations of the Offerors' SOQs and references.
4. The evaluation panel may conduct interviews regarding the project with the short-listed top-ranked Offerors.
5. PMGAA intends to enter into negotiations with the highest ranked Offeror to finalize a CMAR Pre-Construction Services Contract and a CMAR Construction Contract for the project. 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.
6. A notification will be posted on PMGAA's website following a selection determination.
7. Offerors are evaluated on any combination of the following elements: 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, whether included in the SOQ or not.
8. PMGAA may cancel this solicitation at any time for any reason or no reason, so long as such is legally permissible.
9. The following tentative schedule has been established for this solicitation:

|  |                        |
|--|------------------------|
| RFQ Closing Date/SOQ Due   | February 14, 2019      |
| Notification to Firms (for possible interviews and/or non-selection) | February 26, 2019      |
| Interviews (optional)  | Week of March 11, 2019 |
| Notification to Firms (of final firm selection)                      | March 14, 2019         |
| Contract Award Recommendation to PMGAA Board of Directors            | April 16, 2019         |

## H. DEFINITIONS

1. All references to Offeror, Bidder, or Contractor throughout this RFQ, and all related Contract Documents, shall mean the same as Construction Manager At Risk (CMAR).
2. All references to Owner or Sponsor throughout this RFQ, and all related Contract Documents, shall mean the same as Phoenix-Mesa Gateway Airport Authority (PMGAA).

## 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. **Availability of Project Funding.** This Contract's approval and continuation is conditioned on the availability of funds appropriated by PMGAA for this purpose. If funds are not available or appropriated for the Contract's requirements, PMGAA may terminate the Contract. Possible sources of funding for this Contract include FAA and ADOT, and this Contract is contingent on the availability of those funds to PMGAA.
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 work place.

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. **Shipment under Reservation Prohibited.** Offeror is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the cancellation clause set forth within this Contract.
11. **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.
12. **Applicable Law.** This Contract shall be governed by, and PMGAA and Offeror shall have, all remedies afforded each by the *Uniform Commercial Code*, as adopted in the state of Arizona, except as otherwise provided in this Contract or in laws pertaining specifically to PMGAA. 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.
13. **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.
14. **Contract Amendments.** This Contract shall be modified only by a written amendment signed by the PMGAA Executive Director or his/her designee, and persons duly authorized to enter into contracts on behalf of Offeror.
15. **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.
16. **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.
17. **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 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.



18. **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.
19. **Assignment and 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 or 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.
20. **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.
21. **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.
22. **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.
23. **Overcharges by Antitrust Violations.** PMGAA maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, Offeror hereby assigns to PMGAA any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
24. **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.
25. **Advertising.** Offeror shall not advertise or publish information concerning this Contract without prior written consent of PMGAA.
26. **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.
27. **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.

28. **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.
29. **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.
30. **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.
31. **No Replacement of Defective Tender.** Every tender of materials must fully conform to all provisions of this Contract. If Offeror tenders a material or service that does not fully conform, PMGAA may terminate this Contract.
32. **Default in One Installment to Constitute Total Breach.** Offeror shall deliver conforming materials and services in each installment or lot of this Contract. Offeror may not substitute nonconforming materials or services. Delivery of nonconforming materials or a default of any nature, at the option of PMGAA, will constitute breach of the Contract as a whole.
33. **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.
34. **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.
35. **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.
36. **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.

37. **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.
38. **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.
39. **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**

**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 2019-017-RFQ, Construction Manager at Risk services for an Air Traffic Control Tower, 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 manager at risk 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 B**

**CERTIFICATE OF INSURABILITY**

Offeror hereby certifies that as an Offeror to PMGAA's Solicitation 2019-017-RFQ, Construction Manager at Risk services for an Air Traffic Control Tower for Phoenix-Mesa Gateway Airport, Offeror is fully aware of Insurance Requirements contained in the Construction Manager At Risk Pre-Construction Services Contract, the Construction Manager At Risk Construction Services Contract, and the General Conditions to the CMAR Contract (Attachment J) 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 Construction Manager At Risk Construction Services Contract.

Should Offeror be awarded the Construction Manager At Risk Pre-Construction Services Contract and 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 C

**OFFEROR'S IDENTITY INFORMATION**

**Registrar of Contractors Commercial License No.:** \_\_\_\_\_

**DUNS:** \_\_\_\_\_ **CAGE CODE:** \_\_\_\_\_

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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

(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 D**

**OFFEROR'S DBE IDENTIFICATION STATEMENT**

PMGAA is required to obtain the following information from Offeror at time of SOQ submittal, creating an obligation for the Offeror to provide such information.

***To be completed by and for Offeror only (NOT for subcontractors)***

**Offeror's Firm Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**At time of SOQ submittal, Offeror  is OR  is not a certified DBE**

*DBE is defined as a small business concern that has successfully completed a DBE certification process and been granted DBE status by the Arizona Unified Certification Program or by a U.S. Department of Transportation (USDOT) recognized agency who certifies DBE applicants pursuant to the criteria contained in 49 CFR Part 26.*

**Age of Firm:**     Less than 1 year  
                       1 – 3 years  
                       4 – 7 years  
                       8 – 10 years  
                       More than 10 years

**Annual Gross Receipts:**         Less than \$500,000.00  
   \$500,000.00 - \$1,000,000.00  
   \$1,000,000.00 - \$2,000,000.00  
   \$2,000,000.00 - \$5,000,000.00  
   Greater than \$5,000,000.00

**I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OF FEDERAL LAWS, THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.**

SIGNED AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title



**ATTACHMENT E**

**PROPOSED DBE PARTICIPATION**  
 (TO BE COMPLETED BY THE PRIME CMAR)

**NAME OF OFFEROR:** \_\_\_\_\_ **PROJECT DESCRIPTION:** Construction of Air Traffic Control Tower **PROJECT NO:** 927

| DBE FIRM NAME | PRINCIPAL CONTACT | ADDRESS/PHONE | NAICS CODE(S)<br>DBE IS CERTIFIED<br>TO PERFORM PER<br>UCP | DESCRIPTION OF SCOPE OF WORK<br>TO BE PERFORMED UNDER THIS<br>PROJECT | NAICS CODE(S) FOR<br>SCOPE OF WORK<br>TO BE PERFORMED<br>UNDER THIS<br>PROJECT BY DBE |
|---------------|-------------------|---------------|--|---|---|
|               |                   |               |  |   |   |
|               |                   |               |  |   |   |
|               |                   |               |  |   |   |
|               |                   |               |  |   |   |
|               |                   |               |  |   |   |

**THE UNDERSIGNED HEREIN AFFIRMS THAT THE OFFEROR WILL ENTER INTO A FORMAL AGREEMENT WITH THE DBE CONSULTANTS/CONTRACTORS/SUPPLIERS LISTED HEREIN  
 CONDITIONED UPON THE EXECUTION OF A CONTRACT WITH PHOENIX-MESA GATEWAY AIRPORT AUTHORITY.**

Signed By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**ATTACHMENT F**

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR/SUPPLIER  
(TO BE COMPLETED BY THE DBE SUBCONTRACTOR/SUPPLIER)**

**PROJECT DESCRIPTION:**  
Construction of Air Traffic Control Tower

**PROJECT NUMBER:**  
927

**TO:** \_\_\_\_\_ (Insert name of prime CMAR)

1. The undersigned is certified as a DBE as of the date of this Statement of Qualifications with the following agency:

- City of Phoenix       City of Tucson       AZ Department of Transportation  
 Other (please provide agency name and complete Attachment G)

2. The undersigned is prepared to perform the following scope(s) of work on the above referenced project:

| Scope of Work Description | NAICS Code(s) for Scope of Work |
|---------------------------|---------------------------------|
|                           |                                 |

On the \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by signature below, the undersigned agrees to enter into a formal agreement/subcontract for the work cited herein should the prime Contractor receive award of this contract from the Phoenix-Mesa Gateway Airport Authority.

\_\_\_\_\_  
Print DBE Firm Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

**ATTACHMENT G**

**IDENTIFICATION STATEMENT FOR DISADVANTAGED BUSINESS ENTERPRISES**  
**(TO BE COMPLETED BY A DBE WHO IS NOT CERTIFIED BY THE Arizona Unified Certification Program)**

The undersigned herein affirms that the firm submitting this statement has qualified as a Disadvantaged Business Enterprise and holds a current DBE certification from a U.S. Department of Transportation (USDOT) recognized certifying agency as follows:

DBE CERTIFYING AGENCY: \_\_\_\_\_ PHONE # \_\_\_\_\_  
EXPIRATION DATE OF CURRENT DBE CERTIFICATION: \_\_\_\_\_, 201\_

DBE BUSINESS NAME: \_\_\_\_\_  
DBE PRINCIPAL BUSINESS ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_ ZIP: \_\_\_\_\_  
PHONE #:(\_\_\_\_) \_\_\_\_\_  
DBE QUALIFYING OWNER: \_\_\_\_\_ TITLE \_\_\_\_\_

LICENSES HELD BY DBE FIRM: \_\_\_\_\_  
ISSUED BY: \_\_\_\_\_  
SERVICES/WORK/PRODUCTS PROVIDED:  
\_\_\_\_\_

SIGNED AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

**ATTACHMENT H**

**AGREEMENT REVIEW STATEMENT**

As an Offeror to PMGAA’s Solicitation 2019-017-RFQ, Construction Manager at Risk services for an Air Traffic Control Tower, Offeror hereby certifies that Offeror has reviewed all PMGAA’s contract documents – Attachment J (Contracts) - and have listed any objections to them below. The response shall clearly identify if the listed 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 Contracts 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 Contracts, Offeror will not be allowed to raise any objections later if selected as the most qualified Offeror.

\_\_\_\_\_  
Signature of Offeror

\_\_\_\_\_  
Date

Specific Objections:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ATTACHMENT I

### FEDERAL PROVISIONS CERTIFICATION AT TIME OF SUBMITTAL

*Appropriate boxes must be marked by Offeror for item numbers 8, 9, and 10*

#### 1. **Civil Rights – General**

The Offeror agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Offeror and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

#### 2. **Debarment and Suspension**

##### **A. Certification of Offeror Regarding Debarment:**

By submitting a SOQ/proposal 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.

##### **B. 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:

- i. Checking the System for Award Management at website: <http://www.sam.gov>
- ii. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Offeror), above.
- iii. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines 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, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

#### 3. **Federal Fair Labor Standards Act (Federal Minimum Wage)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Offeror has full responsibility to monitor compliance to the referenced statute or regulation. The Offeror must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

#### 4. **Lobbying and Influencing Federal Employers**

The Offeror certifies by signing and submitting this SOQ or proposal, to the best of his or her knowledge and belief, that:

**A.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with

the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

**B.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**C.** The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **5. Occupational Safety and Health Act of 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Offeror must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Offeror retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Offeror must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## **6. Trade Restriction Certification**

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

**A.** is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

**B.** has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and

**C.** has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

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

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

- i. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- ii. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- iii. who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

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

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

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

**7. Assurance of Disadvantaged Business Enterprise Participation**

Offeror hereby gives assurance pursuant to the requirements of Title 49 CFR part 26 that Offeror has made a reasonable effort to meet the program goal for Disadvantaged Business Enterprise participation specified for the contract for which this SOQ is submitted and that Offeror, if the contract is awarded to Offeror, will utilize the DBEs listed in Offeror's SOQ (or other approved DBEs). Offeror further gives assurance that Offeror has submitted the documentation required by said Regulations and the contract specifications, including the Listing of Disadvantaged Business Enterprises with which the Offeror will subcontract if the contract is awarded and if Offeror is unable to meet the program goal for DBE participation, Offeror will make good faith efforts, as defined in this RFQ and Article 13.9.4.2 of the General Conditions, to obtain DBE participation.

**8. Offeror's Statement on Previous Contracts Subject to EEO Clause**

The Offeror shall complete the following statement by checking the appropriate boxes:

The Offeror has  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  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 the 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.

**9. Offeror's Tax Delinquency and Felony Conviction Certification**

The Offeror shall complete the following statement by checking the appropriate boxes indicating its current status as it relates to tax delinquency and felony conviction:

The applicant represents that it is  is not  a corporation that has any unpaid Federal tax

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

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

Term Definitions:

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

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this Tax Delinquency and Felony Conviction provision for certification in all lower tier subcontracts.

#### 10. Buy America Preference

Offeror must indicate how Offeror intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Offeror must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

#### CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

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

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

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

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

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



**Required Documentation**

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

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

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

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

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

**By submission of a Statement of Qualifications, Offeror hereby certifies that it meets and agrees to all Federal Provisions provided in this Attachment I. Further, Offeror certifies that, if selected by PMGAA under this solicitation, that Offeror will comply with all Federal Provisions provided in this Attachment I and those listed in the Contract Documents (Attachment J).**

\_\_\_\_\_  
Signature of Offeror

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **ATTACHMENT J**

### **CONTRACT DOCUMENTS**

The following contract documents are hereby incorporated into and made part of PMGAA's solicitation 2019-017-RFQ and can be found at: <http://www.gatewayairport.com/procurementsandnotices>

1. Federal Contract Provisions:  
"Contract Document 2019-017-RFQ Federal Provisions.pdf"
2. CMAR Pre-Construction Services Contract:  
"Contract Document 2019-017-RFQ CMAR PreCon Services Contract.pdf"
3. CMAR Construction Services Contract:  
"Contract Document 2019-017-RFQ CMAR Construction Services Contract.pdf"
4. General Conditions to the CMAR Construction Services Contract:  
"Contract Document 2019-017-RFQ General Conditions CMAR Construction Services Contract.pdf"
5. General Provisions to the CMAR Construction Services Contract:  
"Contract Document 2019-017-RFQ General Provisions CMAR Construction Services Contract.pdf"
6. Special Provisions to the CMAR Construction Services Contract:  
"Contract Document 2019-017-RFQ Special Provisions CMAR Construction Services Contract.pdf"
7. Disadvantaged Business Enterprise Forms  
"Contract Document 2019-017-RFQ DBE Forms.pdf"
8. Air Traffic Control Tower Site Survey, Final Report  
"Contract Document 2019-017-RFQ IWA Siting Report FINAL – SIGNED 09262016.pdf"
9. Finding of No Significant Impact (FONSI)  
"Contract Document 2019-017-RFQ IWA\_ATCT\_EA\_FONSI\_November\_2017.pdf"
10. Final Environmental Assessment  
"Contract Document 2019-017-RFQ IWA\_ATCT\_FINAL\_EA\_November\_2017.pdf"