

Notice of Request for Proposals (RFP)

SOLICITATION NUMBER: 2021-012-RFP

EQUIPMENT: ADA Passenger Boarding Ramps

PROPOSAL DUE DATE & TIME: September 21, 2020 by 1:59 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 proposals from qualified Offerors to provide two (2) ADA Passenger Boarding Ramps for the Phoenix-Mesa Gateway Airport (Gateway Airport) in Mesa, Arizona. This solicitation may be downloaded from our website at www.gatewayairport.com under the Business|Procurements, Vendors & Public 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.

PMGAA will accept proposals for the specified equipment until the time and date cited above. Bids 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 accepted by a staff member and a submittal receipt will be available upon request. Late submittals will not be considered. **PMGAA's Administration Offices are closed on Fridays, Saturdays, and Sundays therefore, submittals will not be accepted on these days.**

Additional instructions for preparing your proposal are provided in the solicitation document. Requests for additional information or clarification of requirements must be in writing and submitted to:

Contact: Marian Whilden, Procurement Coordinator
Telephone: (480) 988-7646 (between 7 a.m. and 6 p.m., Monday - Thursday)
Email: mwhilden@gatewayairport.com

Deadline for submitting questions to PMGAA is September 11, 2020 by 4:59 pm Arizona Time. Responses to questions received will be issued in an addendum to the Request for Proposals and posted at www.gatewayairport.com, under the Business|Procurements, Vendors & Public Notices section of the website. Offerors are responsible for checking the PMGAA website at www.gatewayairport.com, under the Business|Procurements, Vendors & Public Notices section for any addenda that may be created for this solicitation and including the issued addenda in its submitted proposal.

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 proposals.

Issue Date: August 26, 2020

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Public Record Notice

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 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 proposal, 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 proposal.

SUBMITTAL CHECKLIST

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

- Submittal Cover Sheet
- Proposal, Tabs A thru J.
- Attachment A, Authorization for Release of Performance Information and Waiver. Submit under **Tab I**.
- Attachment B, Offer Agreement. Submit under **Tab I**.
- Attachment C, Minimum Specification Checklist. Submit under **Tab C**.
- Attachment D, Price Proposal. Submit under **Tab D**.
- Attachment E, Warranty. Submit under **Tab E**.
- Attachment F, Parts Availability and Capability. Submit under **Tab F**.
- Attachment G, Optional Equipment. Submit under **Tab C**.
- Attachment H, References. Submit under **Tab H**.
- Signed Addenda, if any addenda were issued (check website). Submit under **Tab J**.
- One (1) original and four (4) complete copies of Offeror's submittal



REQUEST FOR PROPOSALS
SOLICITATION #2021-012-RFP FOR ADA PASSENGER BOARDING RAMPS
SUBMITTAL COVER SHEET

Name of Offeror: _____

EIN#: _____

DUNS#: _____

Principal Address: _____

Primary Point of Contact: _____

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 RFP, and any addenda issued and fully understands and accepts these terms by submission of a proposal.
- The submission is being offered independently of any other Offeror and did not involve collusion or other anti-competitive practices.

By: _____
Signature

Date

Printed Name

Title

Introduction

Purpose:

The ADA Passenger Boarding Ramps will be utilized to supplement passenger operations and provide passenger level-boarding and disembarking capabilities for a variety of aircraft in accordance with FAA Advisory Circulars and the Air Carrier Accessibility Act. The ADA Passenger Boarding ramps also provide relief from desert sun and rain in the form of a shade canopy or cover. PMGAA utilizes switchback ramps to reduce congestion in the available aircraft parking area. Currently 10 boarding ramps are in use. This purchase will replace two older and smaller ramps currently in service that have approached the end of their life cycle.

Background:

The Phoenix-Mesa Gateway Airport is owned and operated by the Phoenix-Mesa Gateway Airport Authority. The PMGAA Board of Directors is represented by the Cities of Apache Junction, Mesa and Phoenix, Towns of Gilbert and Queen Creek, and the Gila River Indian Community. The Board of Directors provides policy direction for the Airport Authority. An Executive Director and professional staff conduct the day-to-day activities of the Airport Authority.

The Airport Authority oversees the operation and development of the Phoenix-Mesa Gateway Airport, a small hub commercial service airport located in the east valley of the Phoenix metropolitan area.

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 under the under the Business | Procurements, Vendors & Public Notices section.
2. **Addenda.** If PMGAA deems it necessary to amend the solicitation, an Addendum will be prepared in writing and posted on the PMGAA website. Offerors are responsible for obtaining all addenda via the PMGAA website at www.gatewayairport.com under the Business | Procurements, Vendors & Public Notices section or by other means. Any Addenda issued by PMGAA are to be included in the response. Offeror shall acknowledge receipt of each addendum by signing and returning the document, as part of the Offeror's submittal under this RFP, and by the specified due date and time of the RFP.
3. **Familiarization with Requirements.** It is the Offeror's responsibility to examine the entire solicitation package and seek clarification of any requirement or contract term that may not be clear and to check all responses for accuracy before submitting a response. Negligence in preparing a submittal confers no right of withdrawal after due date and time. All submissions must comply with applicable PMGAA rules, regulations and policies.
4. **Cost of Submittal Preparation.** PMGAA shall not reimburse the cost of 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 RFP 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 tabulation of responses received will remain on file at PMGAA and available for review after a contract is awarded.
7. **Offer and Acceptance Period.** Unless specified differently in Section Two, all proposals submitted shall remain valid and irrevocable for sixty (60) days after the opening time and date of proposals.
8. **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.

9. Protest of Solicitation or Specifications (Before Proposal / Bid Opening).

- a. Any interested person aggrieved in connection with the solicitation of a contract shall protest irregularities in the IFB, RFP, or RFP 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 / Chief Financial Officer. 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 or proposal opening is made, PMGAA may proceed with the solicitation or with the award of the contract unless the Purchasing Director / Chief Financial Officer determines in writing that the protest should be sustained or that an addendum addressing the protest should be issued.

10. 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 / Chief Financial Officer.
- b. A protest must be received by the Purchasing Director / Chief Financial Officer 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 / Chief Financial Officer will make a written decision on the protest within ten business days after it is received.
- d. The Protester may appeal the Purchasing Director / Chief Financial Officer'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 / Chief Financial Officer'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 / Chief Financial Officer.
11. **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.
12. **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 to be afforded full and fair opportunity to submit a proposal 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.

B. PROPOSAL PREPARATION AND SUBMITTAL

1. Proposal Preparation.

- a. Forms. All proposals 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. Proposals may not be submitted via facsimile or electronically. Facsimiles or electronic format proposals 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. Proposal 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, "Request for Proposal" 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 proposals 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 proposal.
- d. Withdrawal of Proposal. RFP 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. RFP Evaluation.

- a. Conformance to RFP. Each proposal received will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP 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 proposal 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 proposal response may result in rejection.

4. Award of Contract.

- a. Rights of PMGAA. PMGAA reserves the right to award to whichever Offeror(s) deemed most advantageous to PMGAA. PMGAA may reject any or all submittals, waive any minor informality or irregularity in submittals received, reject any alternate submittals and reserves the right to reject the submittal(s) of any Offeror who has previously failed to perform competently in any contract with PMGAA.
- b. Selection. The contract shall be awarded using the criteria outlined in Section Two.
- c. Notification. Prior to contract award, the selected successful Offeror(s) will be notified of their apparent selection for contract award.

Section Two – Special Provisions and Specifications

A. INFORMATION SPECIFIC TO THIS SOLICITATION

1. Quantity of two (2) ADA Passenger Boarding Ramps (Equipment).
2. Intended use of the Equipment is to provide passengers access on and off aircraft at PMGAA.
3. Equipment shall be new.
4. Any proposal NOT meeting the minimum specifications and/or requirements specified herein may be rejected.
5. PMGAA reserves the right to inspect and refuse equipment once delivered based upon the established specifications and/or requirements.
6. Offeror does not need to be the manufacturer of the equipment in order to submit a proposal under this RFP.

B. MINIMUM SPECIFICATIONS

Minimum specifications and requirements that will be acceptable to PMGAA are listed under Attachment C, which shall be completed by Offeror.

The Offeror shall, in its proposal, affirmatively demonstrate or attest to its ability to meet the minimum specifications as detailed in Attachment C.

Specifications may be exceeded and shall be noted by Offeror.

C. ADDITIONAL INFORMATION

1. Manuals.

Manuals required will consist of one (1) each operator, service, and parts manuals for each piece of Equipment. All manuals are required to be provided in hardcopy and in digital format and written in the English language.

All manuals shall be delivered to PMGAA at the address noted below within three (3) days of delivery of the Equipment. All costs of manuals, if any, shall be listed in Attachment D.

2. Delivery.

Delivery of Equipment shall be made to:

7630 E. Velocity Way
Mesa, AZ 85212

Offeror shall schedule delivery at least three days ahead by contacting:
Brett Williams at 480-988-7542

PMGAA shall have the right to inspect the Equipment when delivered and reject Equipment if it does not meet the specifications outlined in this RFP or Offeror's specifications as submitted under

this RFP. PMGAA shall have up to three (3) business days to inspect, test, and notify Offeror if such Equipment does not meet the specifications or is defective in any way.

PMGAA does not have a loading dock. Equipment will need to be offloaded direct from the hauler.

4. Warranty.

Minimum warranty period that PMGAA will accept is detailed in Attachment C. Offeror shall complete Attachment E for areas that are specifically covered. Warranty start date shall begin the date the equipment is delivered to PMGAA and fully operational, whichever is later.

Offeror may include any extended warranty options available to PMGAA. These options must, if offered, be submitted under Attachment E. PMGAA is under no obligation to purchase any extended warranties from Offeror.

4. Payment.

PMGAA will make payment to Offeror according to the terms set forth in Attachment D. Payment discount period, if offered, shall be computed from the date of receipt of the equipment or correct invoice, whichever is later. Unless freight and other charges are itemized, any discount provided shall be taken on the full amount of the invoice. PMGAA shall be entitled to take advantage of any payment discount offered by Offeror provided payment is made within the discount period.

5. Proposal Guarantee.

Offeror's proposal, including all pricing, terms and conditions, shall be guaranteed for sixty (60) days from proposal due date.

6. On Site Setup and Training

Initial setup of the Equipment and on-site training on both the complete operation and maintenance of the Equipment shall be provided by the Offeror as detailed herein. The services of a qualified technician shall be supplied to PMGAA for a period of not less than two (2) days following on-site setup of the Equipment for the purpose of training. Set up and training shall take place at the stated delivery address for the Equipment and not more than 10 days after delivery of the Equipment to PMGAA. All costs of setup and training, if any, shall be listed in Attachment D.

D. SUBMITTAL INSTRUCTIONS AND REQUIREMENTS

Offerors interested in responding to this solicitation should submit a proposal to address the RFP criteria as specified. Offerors must submit one (1) original and four (4) copies of their Proposal for a total of five (5). Failure to include all information requested may cause such incomplete proposals to be rejected and not be evaluated or considered in the selection process.

Proposals must be submitted in a sealed envelope with the solicitation number and the Offeror's name and address clearly indicated on the envelope. Proposals must be submitted to the contact person indicated on the Notice of Request for Proposals (RFP) on or before the due date. **LATE SUBMITTALS WILL NOT BE ACCEPTED.**

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

Offeror must organize their proposals into the sections listed below. Each section should be delineated by a divider with a tab labeled appropriately, and each subsection should have a tab. Proposals should be sturdily bound by plastic or metal three ring binder only. All sheets should be letter size (8½”×11”) and must have a page number.

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, mailing address, telephone number, and Offeror’s primary place of business, legal company organization information (Corporation, LLC, Joint Venture, etc.),
2. Include a brief introduction of the company as it relates to the requested Equipment.
3. Disclosure of any known business or financial relationships between the firm and members of the PMGAA Board – if none, state “none”.
4. Provide a statement regarding your assurance that this engagement will not result in a conflict of interest

Tab C – Equipment Description (maximum of 10 pages, excluding Attachment C and G)

1. A complete detailed description of the Equipment and its operational capabilities, including those for all major components. Promotional materials may or may not satisfy this requirement.
2. Include a list of any specifications that are exceeded above those listed in Attachment C.
3. Provide a photograph of the proposed Equipment.
4. Complete and include **Attachment C, Minimum Specification Checklist**.
5. Complete and include **Attachment G, Optional Equipment**.

Tab D - Price Proposal

1. Complete and include **Attachment D, Price Proposal**.

Tab E - Warranty

1. Complete and include **Attachment E, Warranty**, for Offeror’s standard warranty and any extended warranty offered. PMGAA is under no obligation to purchase any extended warranty offered by Offeror.

Tab F - Parts Availability & Capability

1. Since the continuous operation of PMGAA’s equipment is critical, parts availability is of high importance. Offeror must describe their parts availability and capability, including turnaround time for order processing and shipping. Complete and include **Attachment F, Parts Availability and Capability**.

Tab G - Supplemental Materials (maximum 10 pages)

1. Brochures, photos, documents providing any additional information about the proposed Equipment.

Tab H - References

1. Offeror should provide three (3) recent (within 7 years), relevant references for the same or similar Equipment they are proposing under this RFP.
2. Complete and include **Attachment H, References**.

Tab I – Appendices

- Attachment A
Attachment B

Tab J – Signed Addenda (if applicable)

E. EVALUATION CRITERIA

Points	Category
35	Price Proposal
15	Length of Standard Warranty
25	Parts Availability & Capability
25	Other (other items included in the RFP such as payment terms, parts discount, delivery time, and references)
100	Total Score

F. SELECTION PROCESS

1. PMGAA will appoint an evaluation panel to evaluate each Offeror’s proposal. Using the criteria listed herein, the evaluation panel will rank the Offerors in order of highest to lowest score.
2. PMGAA may contact and interview references provided by each Offeror. References will be scored under Other in the Evaluation Criteria.
3. The evaluation panel may, at its sole discretion, select the highest ranked Offeror solely based on the evaluation panel’s scoring of the Offerors’ proposal 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 Evaluation Criteria and re-rank the short-listed Offerors in order of highest to lowest score.

5. The evaluation panel may, at its sole discretion, request all or the short listed, top-ranked Offerors to submit Best and Final Offers (BAFO). If BAFOs are solicited, the evaluation panel will re-score all Offerors submitting BAFOs according to the Evaluation Criteria and re-rank the Offerors submitting BAFOs in order of highest to lowest score.
6. Offerors may be evaluated in accordance with the Evaluation Criteria using information obtained by any combination of the following: 1) Proposals and BAFOs submitted in response to this RFP; 2) reference verification; 3) interview performance (if conducted); and 4) any information from any source about the Offeror, whether included in the proposal or not.
7. A notification will be posted on PMGAA's website following a selection determination.
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:

RFP Closing Date/Proposals Due	September 21, 2020 by 1:59 pm Arizona Time
Notification to Offerors (of final selection)	September 24, 2020
Contract Award Recommendation to PMGAA Board of Directors	October 20, 2020

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

Section Three – Standard Terms and Conditions

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

2. **Dispute Resolution.**
 - a. **Negotiations.** If a dispute arises out of or relates to this Contract or its breach, the parties to this Contract shall endeavor to settle the dispute through direct discussions as a condition precedent to mediation or binding dispute resolution.

 - b. **Mediation.** Should the parties to this Contract be unable to resolve their dispute through direct negotiations, the parties to this Contract, upon the written request of either, shall engage in mediation, to be administered privately by a mediator and according to rules mutually agreed upon by the parties to this Contract, or, the absence of such mutual agreement, by a mediator appointed by JAMS and administered by JAMS in accordance with its then-current mediation rules. The fees and costs of mediation shall be split equally by the parties to this Contract, but subject to reallocation following binding dispute resolution.

 - c. **Binding Dispute Resolution.** Should the parties to this Contract be unable to resolve their dispute through direct negotiations or mediation, either party may, within the time limitations for bringing claims under Arizona law and this Contract, commence formal dispute resolution proceedings. Both parties to this Contract consent to binding arbitration administered by JAMS according to its then current arbitration rules, provided, however, that (i) in the event both parties agree, the arbitration may be administered privately by an arbitrator and according to rules mutually agreed upon by the parties to this Contract, and (ii) in the event any party seeks relief against the other party or against a non-party which cannot fully be granted in arbitration, by reason of non-joinder or otherwise, the parties to this Contract are excused from this arbitration requirement and the parties to this Contract shall proceed in the state or federal courts of competent jurisdiction and located in Maricopa County, Arizona. In any arbitration or litigation, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs as determined by the arbitrator or court as applicable.

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

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

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

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

7. **Americans with Disabilities Act.** Offeror shall comply with all applicable provisions of the *Americans with Disabilities Act* (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the *Act*.
8. **Confidentiality of Records.** Offeror shall establish and maintain procedures and controls that are acceptable to PMGAA for the purpose of assuring that no information contained in its records or obtained from PMGAA or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under this Contract. Persons requesting such information should be referred to PMGAA. Offeror also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Offeror as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by PMGAA.
9. **Gratuities.** PMGAA may, by written notice to the Offeror, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Offeror or any agent or representative of Offeror, to any officer or employee of PMGAA involved in the amending, or the making of any determinations with respect to the performing of such Contract. If this Contract is canceled by PMGAA under this provision, PMGAA shall, in addition to any other rights and remedies, repay to the Offeror the amount of the gratuity.
10. **Applicable Law.** This Contract shall be governed by, 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.
11. **Contract Amendments.** This Contract shall be modified only by a written amendment signed by the PMGAA Executive Director or its designee, and persons duly authorized to enter into contracts on behalf of Offeror.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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.

17. **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.
18. **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.
19. **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.
20. **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.
21. **Advertising.** Offeror shall not advertise or publish information concerning this Contract without prior written consent of PMGAA.
22. **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.
23. **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.

24. **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.
25. **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.
26. **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.
27. **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.
28. **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.
29. **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.
30. **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.
31. **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.
32. **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.

33. **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

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 2021-012-RFP, ADA Passenger Boarding Ramps, for Phoenix-Mesa Gateway Airport, Offeror authorizes those companies and government entities listed in Offeror's RFP submittal and any other government entity for whom this company has provided ADA Passenger Boarding Ramps 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
Offer Agreement

OFFER TO PHOENIX-MESA GATEWAY AIRPORT AUTHORITY:

The Offeror hereby offers and agrees to furnish the equipment and/or material in compliance with all terms, conditions, specifications, and amendments in the Request for Proposals including Attachment D – Price Proposal.

Company Name: _____

Federal Tax Identification Number: _____

Sales Tax Identification Number: _____

Signature

Date

Printed Name

Title

For clarification of this offer, contact:

Name: _____

Title: _____

Telephone: _____

Email: _____

Attachment C
Minimum Specification Checklist

1. By submitting a proposal, Offeror hereby certifies that the Equipment submitted for consideration by PMGAA under this solicitation, 2021-012-RFP, meets all specifications contained in this Attachment C.

Signed: _____ **Date:** _____

2. Specifications may be exceeded and should be noted by Offeror and submitted to PMGAA as part of Offeror's proposal.

#	ADA Passenger Boarding Ramps (New Only)	Met (Y or N)	Comments
1.	New		
2.	Federal Aviation Administration requirements as stated in Advisory Circular 150/5220-21C		
3.	Wheels – all pneumatic, polyurethane filled		
4.	Brakes – automatic ON; Slide locking system		
5.	Upper Platform – minimum 6' x 6'		
6.	Upper Platform – accommodate a full size wheel chair		
7.	Main Ramp – minimum 36" wide		
8.	Main Ramp – slip resistant walking surface		
9.	Lower Bridge – minimum 36" wide		
10.	Lower Bridge – slip resistant walking surface		
11.	Degree of Slope – 14 degrees at 138"		
12.	Metal canopy		
13.	Capable of servicing all of the following: 717/MD-80, 737, 737 MAX, A 319/320, B 757/767		
14.	Warranty – minimum 2 year warranty on all manufactured and material defects		
15.	Warranty – minimum 2 year warranty on Fiber Grade anti-slip walking surface		
Other:			
16.	Provide one (1) complete hard copy and one (1) electronic copy each of the operations, maintenance, and parts manuals at time of delivery, for each ramp.		
17.	On site setup and training as detailed in RFP		

Attachment D
Price Proposal

Item	Price
Two (2) New ADA Passenger Boarding Ramps, To Meet Minimum Specifications per Attachment C	\$ _____
Manuals on Maintenance, Operations, and Parts – 2 Sets (Hard Copy & Digital)	\$ _____
Sales Tax, 8.3% (2 ADA Passenger Boarding Ramps) PMGAA is NOT tax exempt. If Offeror does not collect sales tax on behalf of the State of Arizona when invoicing, Offeror should still include tax at a rate of 7.6% for Use Tax.	\$ _____
Warranty, To Meet Minimum Specifications Per Attachment C (2 ADA Passenger Boarding Ramps)	\$ _____
On-Site Setup and Training	\$ _____
Shipping (2 ADA Passenger Boarding Ramps)	\$ _____
Total	\$ _____

Offeror's Payment Terms: Equipment: _____
Parts: _____

Discounts:

Prompt Payment: The price(s) quoted above can be discounted by _____ % if payment is made within _____ days.

Parts: PMGAA price for purchasing parts direct from the Offeror shall be discounted by _____ % of the current list price for parts published by Offeror.

Exceptions / Clarifications of Offeror:

Delivery Time Estimate:

Proposal Certification

By Offeror's signature, Offeror certifies that Offeror is authorized to bind this firm/individual to provide the equipment and/or services accepted herein, in compliance with the specifications and other terms and conditions in this Request for Proposals at the price provided on this Price Page.

Printed Name

Signature

Date

Attachment E
Warranty

Standard Warranty Information

Area / Category	Length (months)	Comments

Extended Warranty Options

Length (months)	Cost Per Unit

Attachment F
Parts Availability and Capability

Offeror to describe their parts availability and capability as it pertains to PMGAA ordering and receiving parts (i.e. domestic availability or foreign availability, parts readily stocked, technical service advisors available, etc.), including turnaround time for order processing and shipping.

Attachment G
 Optional Equipment

The Offeror may or may not include pricing for any optional equipment and/or accessories available **in addition to those required to meet the Minimum Specifications listed in Attachment C.** PMGAA is under no obligation to purchase any or all options listed below.

Description	Cost (Per Unit)

Attachment H

References

Company Name: _____ Contact Person: _____
City, State: _____ Telephone: _____
Model(s) Purchased: _____
Date Purchased: _____

Company Name: _____ Contact Person: _____
City, State: _____ Telephone: _____
Model(s) Purchased: _____
Date Purchased: _____

Company Name: _____ Contact Person: _____
City, State: _____ Telephone: _____
Model(s) Purchased: _____
Date Purchased: _____