

NOTICE OF INVITATION FOR BID (IFB)

AIR TRAFFIC CONTROL COMMUNICATION RADIOS

PHOENIX MESA GATEWAY AIRPORT AUTHORITY

Issue date: April 15, 2021

Dates and times are subject to change

IFB INFORMATION	
SOLICITATION NO.: 2021-022-IFB	
Contact:	Marian Whilden, Procurement Officer
Email Address:	mwhilden@gatewayairport.com
Pre-Bid Meeting	There is no Pre-Bid Meeting Scheduled for this Solicitation
IFB Submittal Mailing/Delivery Address	5835 S. Sossaman Road Mesa, AZ 85212
Due Date for Questions and Clarifications	May 4, 2021 by 5:00 PM (MST)
*IFB Submittal Due Date/Bid Opening:	May 12, 2021 by 1:59 PM (MST)

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

Additional Information:

- Bids must be submitted in a sealed envelope.
- Bids must have the solicitation number clearly indicated on the envelope/box.
- Bids must have the Offerors name and address clearly indicated on the envelope/box.
- Receipts are available upon request.
- Late submittals will not be considered.
- PMGAA may cancel this solicitation at any time for any legally permissible reason.

Responses to questions received will be issued in an addendum to the Invitation for Bid 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 for any addenda that may be created for this solicitation.

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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 Bidder 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 Bidder deems any portion of its submittal as confidential, the Bidder must label each and every page of the confidential portions with: "Trade Secret", "Confidential" and/or "Proprietary". The Bidder must also list each of the materials it deems confidential at the beginning of its Bid, 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 Bidders to review this policy in its entirety prior to submitting a Bid.

SUBMITTAL CHECKLIST

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

- Submittal Cover Sheet
- Attachment A, Standard Certifications, signature required
- Attachment B, Federal Provisions Certifications, signature required
- Attachment C, Buy American Preference, signature required
- Attachment D, Tax Delinquency and Felony Convictions, signature required
- Attachment E, Authorization for Release of Performance Information and Waiver, signature required
- Attachment F, Offer Agreement, signature required
- Attachment H, Specifications Checklist
- Attachment I, Offeror's Bid, signature required
- Attachment J, References
- Attachment K, Addenda Acknowledgement (if addenda was issued), signature required

**INVITATION FOR BID
SOLICITATION #2021-022-IFB FOR
AIR TRAFFIC CONTROL COMMUNICATION RADIOS**

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 IFB and any addenda issued and fully understands and accepts these terms by submission of a bid.
- 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 purpose of this Phoenix-Mesa Gateway Airport Authority (PMGAA) document is to obtain bids for the purchase of communication radios to be used for the new Air Traffic Control Tower.

Background:

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

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 Business | Procurements, Vendors & Public Notices section.
2. **Addenda.** If the PMGAA deems it necessary to amend the solicitation, an Addendum will be prepared in writing. 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 the PMGAA will become a part of the IFB. Offeror shall acknowledge receipt of each addendum by completing Attachment K and returning the document, as part of the Offeror’s submittal under this IFB.
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 bid. Negligence in preparing a bid confers no right of withdrawal after due date and time.
4. **Cost of Bid 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, except those at the Pre-Bid Conference (if scheduled), 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.
 - 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. **Offer and Acceptance Period.** Unless specified differently in Section Two, all bids submitted shall remain valid and irrevocable for sixty (60) days after the opening time and date of bids.
7. **Bid Results.** Bid results are not provided in response to telephone inquiries. A tabulation of responses received is on file at PMGAA and available for review after a contract is awarded.
8. **Debarment/Suspended.** By submitting a bid, 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 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 / 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 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's / 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's / 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 Conditions.** Wherever special conditions are written into the Special Conditions and Specifications (Section Two), which are in conflict with conditions stated in these Instructions to Offerors, the conditions stated in Special Provisions and Specifications, shall take precedence.
 12. **Title VI Solicitation Notice.** The Phoenix-Mesa Gateway Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or Offerors that it will affirmatively ensure that any contract entered into pursuant to this solicitation, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
 13. **Conduct.** All submissions and Offeror conduct must comply with applicable PMGAA policies, rules, and procedures. Direct contact with PMGAA Board of Directors and/or PMGAA representatives or staff other than as specified in this solicitation, on any subject related to this solicitation is expressly prohibited except with the prior knowledge and written permission of the procurement coordinator listed above. Unauthorized contact of any PMGAA Board of Directors, and/or PMGAA staff or representatives may be cause for rejection of Bids.

B. BID PREPARATION AND SUBMITTAL

1. **Bid Preparation.**
 - a. Forms. All bids shall be submitted on the forms provided in this solicitation. It is permissible to copy these forms if required.
 - b. No Facsimile or Electronic Mail Bids. Bids may not be submitted via facsimile or electronically. Facsimiles or electronic mail bids shall not be considered.
 - c. Typed or Ink Corrections. The bid shall be typed or in ink. The person signing the bid shall initial erasures, interlineations or other modifications in the bid in ink.
 - d. Signature. The person authorized to sign the bid shall submit the Offer and Acceptance page with an original ink signature.
 - e. 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. Bid Submittal.

- a. Submission Package. One (1) original submittal with all required information. Each submittal package/envelope should be firmly sealed and clearly marked on the outside with the solicitation number, “BID” and the name and address of the Offeror.
- b. Late Bids. Late bids shall be rejected and returned to the Offeror.
- c. No Modifications. Modifications shall not be permitted after bids 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 bid.
- d. Withdrawal of Bid. Bids may be withdrawn at any time prior to the specified bid 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. Bid Evaluation.

- a. Conformance to IFB. Each received bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB and to ensure that the bid 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 shall have its bid rejected.
- c. Clarifications. PMGAA reserves the right to obtain Offeror clarifications where necessary to arrive at full and complete understanding of Offeror’s product, service and/or solicitation response. Clarification means a communication with an Offeror for the sole purpose of eliminating ambiguities in the bid and does not give Offeror an opportunity to revise or modify its bid.
- d. Response Rejection. Submission of additional terms, conditions and/or agreements with the bid may result in bid rejection.

4. Award of Contract.

- a. Rights of PMGAA. The PMGAA reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the PMGAA. PMGAA may reject any or all bids, waive any minor informality or irregularity in bids received or reject any alternate bid(s) and reserves the right to reject the bid(s) of any Offeror who has previously failed to perform competently in any contract with the PMGAA.
- b. Selection. The contract shall be awarded as outlined in Section Two.
- c. Contract. A response to a solicitation is an offer to contract with PMGAA based upon the terms, conditions, and specifications contained in the solicitation. Bids do not become contracts until the PMGAA Board of Directors or the PMGAA Executive Director executes them.

Section Two

Special Provisions and Instructions

A. INFORMATION SPECIFIC TO THIS SOLICITATION

1. Equipment shall be new.
2. Any bid NOT meeting the specifications and/or requirements specified herein may be rejected.
3. PMGAA reserves the right to inspect and refuse Equipment once delivered based upon the established specifications and/or requirements.
4. Offeror does not need to be the manufacturer of the equipment in order to submit a bid under this IFB.

B. MINIMUM SPECIFICATIONS AND REQUIREMENTS

Specifications and requirements of the communication radios (Equipment) are listed under Attachment G.

The Offeror shall, in its bid, affirmatively demonstrate or attest to its ability to meet the specifications and requirements as detailed in Attachment G.

C. ADDITIONAL INFORMATION

1. **Delivery**
Delivery shall be made to:
6263 Taxiway Circle
Mesa, AZ 85212

Attention: Ron King
2. **Payment**
PMGAA will make payment to Offeror according to the terms set forth in Attachment I. 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.
3. **Bid Guarantee**
Offeror's bid, including all pricing, terms, and conditions, shall be guaranteed for sixty (60) days from IFB due date.
4. **Manuals**
Manuals required will consist of one (1) each operator manual for each line item model shipped. All manuals are required to be provided in digital format.

All manuals shall be delivered to PMGAA within two (2) days of delivery of the equipment to PMGAA. All costs of manuals, if any, shall be listed in Attachment I.

5. Bid Submittal

Do not include a complete copy of this IFB. Offerors shall include all attachments listed below and ensure the following items are completed in their submittal package and in this order:

1. Submittal Cover Sheet
2. Attachment A, Standard Certifications
3. Attachment B, Federal Provisions Certification
4. Attachment C, Buy American Preference
5. Attachment D, Tax Delinquency and Felony Conviction
6. Attachment E: Authorization for Release of Performance Information and Waiver
7. Attachment F: Offer Agreement
8. Attachment H: Specifications Checklist
9. Attachment I: Offeror's Bid
10. Attachment J: References
11. Attachment K, Addenda Acknowledgement (if addenda was issued)

Upon Notice of Intent to Award, the selected Offeror must provide a current W-9 in order for the Award to be presented to the Board of Directors.

6. Definitions

- a. PMGAA – The Phoenix Mesa Gateway Airport Authority
- b. Offeror/Proposer/Bidder/Firm – The individual, partnership, or corporation who, as a result of the competitive bid process, has submitted a bid for specified goods/services
- c. Invitation for Bid - A type of competitive sealed bid procurement process
- d. Contractor/Consultant - The individual, partnership, or corporation who, as a result of the competitive bid process, submitted a bid for goods/services and is awarded the resulting contract.

D. EVALUATION AND AWARD CRITERIA

The selection process will be based on the information and references provided in response to this Invitation for Bid. PMGAA will determine how well each Offeror's response meets the requirements as stated in the solicitation and will select the bid which appears most beneficial to PMGAA. Evaluation of bids will be based on, but not limited to:

- a. Responsive and Complete submittal per this IFB
- b. Responsibility—PMGAA will determine whether the Offeror is one with who it can or should do business. Factors include but are not limited to excessively high or low priced bids, past performance, references from any source, financial stability, and perceived ability to perform, and/or review of the System for Award Management Debarment List.
- c. Price (Evaluated both with and without the Add Alternate, if applicable, at PMGAA discretion)

Award will be made to the lowest responsive and responsible bid meeting the above criteria. The PMGAA Procurement Policy governs this procurement and is incorporated by this reference.

PMGAA reserves the right to negotiate changes with the low bidder in the scope of project, extent of the work, or to increase or decrease the size of the project, if so desired, all to the best interest of PMGAA, prior to award of the contract.

Section Three

Standard Terms and Conditions

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

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

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

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

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

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

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

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

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

34. **Termination.**

a. Termination for Default. PMGAA reserves the right to cancel this Contract in whole or in part due to failure of Offeror to carry out any term, promise, or condition of the Contract. At least ten (10) business days before terminating the Contract, PMGAA will issue a written notice of default specifying one of the following reasons. PMGAA shall, at all times during the term of the Contract or any extension term thereto, have the sole authority to determine if the default has been cured to its satisfaction and in the time period stated in the notice.

- (1) Offeror has failed to perform adequately the stipulations, conditions or services/specifications required in this Contract.
- (2) Offeror has attempted to impose on PMGAA personnel or materials, products, or workmanship of unacceptable quality.
- (3) Offeror has failed to furnish the required product(s)/equipment within the time stipulated in Offeror's Bid.
- (4) Offeror has failed to make progress in the performance of the requirements of the Contract or Authorization of Services, or Offeror fails to give PMGAA adequate assurance the Offeror will perform the Contract in full and on time.
- (5) Offeror becomes insolvent or declares bankruptcy.

If the Contractor fails to remedy the breach or default to the satisfaction of PMGAA, within the time stated in the notice, PMGAA has authority to acquire equipment by other procurement action. The Contractor will be liable to PMGAA for any excess costs PMGAA incurs for acquiring such similar equipment. The rights and remedies of PMGAA in this clause are in addition to any other rights and remedies provided by law or under this contract.

b. Termination for Convenience. This Contract may be terminated at any time by mutual written consent or by PMGAA - with or without cause - provided the terminating party gives fourteen (14) calendar days' advance written notice to the other party. PMGAA may terminate this Contract, in whole or in part, for PMGAA's convenience and with fourteen (14) days' written notice. If this Contract is terminated, then PMGAA is liable only for services rendered and material received, certified, and approved by PMGAA under the Contract before the termination effective date. PMGAA will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from PMGAA's termination action.

Attachment A

Standard Certifications

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

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

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

2. Offeror hereby certifies does not certify
That the Equipment submitted for consideration by PMGAA under this solicitation 2021-022-IFB, meets all specifications and requirements contained in this IFB.

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

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

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

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

Signature

Date

Printed Name

Title

Attachment B

Federal Provisions Certification

For this attachment, Contractor shall mean the same as “Offeror”, “Bidder”, “Proposer” or “Firm”

1. Access to Records and Reports

Contractor shall maintain an acceptable cost accounting system. Contractor further agrees to provide PMGAA, the FAA and the Comptroller General of the United States, or any of their duly authorized representatives, access to any books, documents, papers, and records of Contractor which are directly pertinent to this specific Contract for the purpose of making audit, examination, excerpts, and transcriptions. Contractor agrees to maintain all books, records and reports required under this Contract for a period of not less than three (3) years after final payment is made and all pending matters are closed.

2. Breach of Contract Terms

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. PMGAA will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract.

PMGAA reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or PMGAA elects to terminate the contract. PMGAA’s notice will identify a specific date by which the Contractor must correct the breach. PMGAA may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in PMGAA’s notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

3. Buy American Preference

Complete certification statement – Attachment C.

4. Civil Rights Act of 1964, Title VI – General

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

5. Civil Rights Act of 1964, Title VI – Assurances

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest agrees as follows:

- a. Compliance with Regulations – Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- b. Nondiscrimination – The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment – In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Non-discrimination Acts And Authorities on the grounds of race, color, or national origin.
- d. Information and Reports – The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by PMGAA or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to PMGAA or the FAA as appropriate and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance – In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
- i) Withholding of payments to the contractor under the contract until the contractor complies, and/or;
 - ii) Cancellation, termination, or suspension of the Contract, in whole or in part.
- f. Incorporation of Provisions – The contractor will include the provisions of paragraphs one through six of this **ATTACHMENT B** in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as PMGAA or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request PMGAA to enter into any litigation to protect the interests of PMGAA. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

6. Civil Rights – Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The FAA’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

7. Clean Air and Water Pollution Control

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C § 1251-1387).

Contractor agrees to report any violation to PMGAA immediately upon discovery. PMGAA assumes responsibility for notifying the Environmental Protection Agency (EPA) and the FAA. Contractor must include this requirement in all subcontracts that exceed \$150,000.

8. Debarment and Suspension

a. Certification of Contractor. By submitting a bid/proposal under this solicitation, the bidder/offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

b. Certification of Lower Tier SubContractors

The successful bidder, by administering each lower tier subcontract that is equal to or 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 Contractor will accomplish this by:

1. Checking the System for Award Management website at: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension above
3. 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.

9. Disadvantaged Business Enterprises (DBE)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the PMGAA to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
 - 2) Assessing sanctions;
 - 3) Liquidated damages; and/or
 - 4) Disqualifying the Contractor from future bidding as non-responsible.
- a. Contract Assurance (§26.13) – Contractor and/or subcontractor(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination thereof or such other remedy, as the recipient deems appropriate.
 - b. Prompt Payment (§26.29) – Contractor agrees to pay each subcontractor under this Contract for satisfactory performance of its contract obligations no later than seven (7) days from the receipt of each payment Contractor receives from PMGAA. Contractor agrees further to return retainage payments to each subcontractor for work satisfactorily completed within seven (7) days from the receipt of payment the Contractor receives from PMGAA. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of PMGAA. This clause applies to both DBE and non-DBE subcontractors.

In addition, Contractor agrees to all rules, policies, and requirements as set forth in these contract documents and exhibits.

10. Distracted Driving

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving” (10/1/2009) and DOT Order 3902.10 “Text Messaging While Driving” (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, PMGAA encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a moto vehicle in performance of work activities associated with the project.

11. Energy Conservation Requirements

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq*)

12. Federal Fair Labor Standards Act

This contract and all subcontracts that result from this contract 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 Contractor has full responsibility to monitor compliance to the referenced statue or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

13. Foreign Trade Restriction Clause

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 (USTR);
- 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 USTR; and
- c. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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 USC Section 1001.

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

- a. 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 USTR or
- b. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- c. who incorporates in the public works project any product of a foreign country on such USTR 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 Contractor 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 USTR, 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 Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

14. Lobbying and Influencing Federal Employees

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

- a. No federal appropriated funds shall be paid, by or on behalf of Contractor, 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 the making of any federal grant and the amendment or modification of any federal grant.
- 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 any federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," 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.

15. Occupational Safety and Health Act of 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor 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 (20CFR Part 1910). Contractor 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.

16. Procurement of Recovered Materials

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- b. The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/epawaste/consERVE/tools/cpg/products/.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a. Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b. Fails to meet reasonable contract performance requirements; or
- c. Is only available at an unreasonable price.

17. Tax Delinquency and Felony Conviction

Complete certification statement – Attachment D.

18. Termination

See PMGAA's Standard Terms and Conditions – Section Three.

By submission of a Bid, Offeror hereby certifies that it meets all Federal Provisions provided in this Attachment B. Further, Offeror certifies that, if selected by PMGAA under this solicitation, that Offeror will comply with all Federal Provisions provided in this Attachment B.

Signature of Offeror

Title

Date

Attachment C

Buy American Preference

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

Certificate of Buy American Compliance for Manufactured Products

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

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Installing manufactured products for which the Federal Aviation Administration (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 U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- The bidder or offeror hereby certifies it cannot comply with the 100 percent 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 supports 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 U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent 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 percent U.S. 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 U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

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

Date

Signature

Company Name

Title

Attachment D

Tax Delinquency and Felony Convictions

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) 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.
- 2) The applicant represents that it is () is not () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an Offeror responds in the affirmative to either of the above representations, the Offeror is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The Offeror therefore must provide information to the owner about its tax liability or conviction to PMGAA, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

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.

Date

Signature

Company Name

Title

Attachment E
Authorization for Release of Performance Information and Waiver

The purpose of this disclosure is to provide references to PMGAA. Offeror hereby consent that as an Offeror to PMGAA's Solicitation 2021-022-IFB, Air Traffic Control Communication Radios, for Phoenix-Mesa Gateway Airport, Offeror authorizes those companies and government entities listed in Offeror's IFB submittal and any other government entity for whom this company has provided Air Traffic Control Communication Radios, 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 F
Offer Agreement

OFFER TO PHOENIX-MESA GATEWAY AIRPORT AUTHORITY:

The Offeror hereby certifies and agrees to furnish the Equipment and/or service offered in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid including Attachment I – Offeror’s Bid.

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 G

General Specifications and Requirements

General Specification and Requirements

The provided radios and ancillary equipment shall be in accordance with and approved for use by the Federal Aviation Administration (FAA) for Air Traffic Control purposes. The following general and specific requirements shall be met for the proposed radio system and is established as the benchmark for any submittal:

1. General Specifications:

- a. Specifications based on FAA NEVCOM Segment 2 requirements
- b. Software designed AM voice interoperability, Digital, and VoIP capable
- c. (SNMPv3) with Ethernet
- d. VHF: 112 - 150 MHz, 8.33 KHz and 25KHz channel spacing
- e. UHF: 225 - 399.975 MHz, 25 kHz channel spacing
- f. Remote control and maintenance capability with SNMP and built-in test
- g. 100% usable receive channels
- h. Front panel display and keypad
- i. Embedded co-site filter
- j. Passively cooled
- k. 19 inch rack mountable
- l. Less than 6 second boot time
- m. Multiple keying and squelch options
- n. Ultra-high Mean Time Between Failure (MTBF)
- o. Transmitter AC/DC power cable kit
- p. Receiver AC/DC power cable kits
- q. Transmitter audio/ptt cable kit
- r. Receiver audio cable kit

2. RADIO REQUIREMENTS:

- a. Frequency Range:
 1. VHF: 112 –150 MHz
 2. UHF: 225 – 399.975 MHz

b. Frequency Stability:

1. ≤ 1 ppm

c. Channel Spacing:

1. VHF: 25 kHz, 8.33 kHz
2. UHF: 25 kHz

d. Modulation:

1. VHF: A3E (Voice)
2. UHF: A3E (Voice)

e. Power Supply:

1. DC power supply:
 - i. 24 V DC nominal (21.6 – 28.8 V)
 - ii. UHF high power only, (28 V DC nominal (+/- 10%))
2. AC power supply:
 - i. 85-256 V, 50-60 Hz
3. Automatic switchover AC-to-DC

f. Temperature:

1. Operating: -10°C to $+50^{\circ}\text{C}$
2. Relative humidity: 90% at 40°C (non-condensing)
3. Storage: -40°C to $+70^{\circ}\text{C}$

g. Data Interface:

1. Ethernet

h. Maintenance:

1. Local: Ethernet, IPV4
2. Remote: Ethernet IPV4 DHCP
3. Comprehensive: BIT, software upload
4. Setup functions: available on front panel keypad/ display
5. Internal Measurements: Internal voltages, audio levels, Tx output power, FWD power, REV power, VSWR, Rx AGC voltage, Temperature
6. Maintenance Data Terminal/Human Machine Interface

i. Standards:

1. ICAO SARPS
2. ETSI EN 300 676: VHF AM

3. ETSI EN 302 617: UHF AM
4. EUROCAE ED-137A: VoIP
5. FAA-E-3014: VHF/UHF AM

3. RECEIVER REQUIREMENTS:

- a. Mechanical Characteristics:
 1. Width: 19 in
 2. Overall depth: not to exceed 18.5 in
 3. Height: not to exceed 1.75 in, 1U
 4. Weight: not to exceed approximately 11 lbs
- b. Power Consumption (receiving):
 1. 24V DC: 500 mA typical
 2. 230V AC: 180 mA typical
 3. 115V AC: 270 mA typical
- c. Sensitivity:
 1. A3E (with cavity filter): < -102 dBm (SINAD ≥ 10 dB, 1 kHz 30%)
- d. Distortion (1 kHz, 30%): $\leq 2\%$
- e. AF Bandwidth:
 1. A3E AM Voice at 25 kHz channel spacing: $> 300 - 3000$ Hz
 2. A3E AM Voice at 8.33 kHz channel spacing: $> 350 - 2500$ Hz
- f. AF Noise (-13 dBm, 1 kHz, 90%): > 40 dB
- g. Effective Bandwidth @6dB:
 1. In 25 kHz: $> +/- 9.0$ kHz
 2. In 8.33 kHz: $> +/- 3.5$ kHz
- h. Adjacent Channel Rejection:
 1. VHF: ≥ 60 dB
 2. UHF: ≥ 60 dB
- i. Spurious Response: ≥ 70 dB
- j. 3rd Order Intermodulation (SINAD 12 dB, 100 kHz and 200 kHz): ≥ 70 dB
- k. Desensitization: ≥ 80 dB
- l. Cross Modulation: ≥ 70 dB

- m. AGC Response (A3E Voice):
 - 1. Dynamic range: 100 dB (Variation \leq 3 dB)
 - 2. Attack time: < 30 ms
 - 3. Release time: < 50 ms
- n. Audio Line Output:
 - 1. Adjustable from -25 to +20 dBm in 0.2 dB steps
 - 2. Impedance: 600 ohms
- o. Squelch:
 - 1. Carrier, Audio SNR
 - 2. Independently selectable
 - 3. Independently adjustable thresholds

4. TRANSMITTER REQUIREMENTS:

- a. Mechanical Characteristics:
 - 1. Width: 19 in
 - 2. Overall depth: not to exceed 17 in
 - 3. Height: not to exceed 5.2 in, 3U
 - 4. Weight: not to exceed approximately 35 lbs
- b. Power Consumption (50W AM – 1kHz 90%):
 - 1. 24V DC: 14 A typical
 - 2. 230 VAC: 2.2 A typical
 - 3. 115 VAC: 3.9 A typical
- c. RF Output Power:
 - 1. Low Power Transmitter 2-12 Watts with co-site filter, 2-15 Watts without filter
 - 2. High Power Transmitter 12-35 Watts with co-site filter, 12-50 without filter
- d. VSWR:
 - 1. Up to a VSWR of 3:1 without power reduction
- e. Protections:
 - 1. Power reduction on overheating, low voltage and high VSWR

- f. AM Voice (A3E):
 - 1. Modulation rate: adjustable from 0 to 100%
 - 2. Distortion <5% (m=90%)
 - 3. Line input level: -25 to +20 dBm
 - 4. Line input impedance: 600 ohms
- g. AM Responses:
 - 1. A3E AM Voice at 25 kHz channel spacing: > -3 dB 300 – 3000 Hz
 - 2. A3E AM Voice at 8.33 kHz channel spacing: > -3 dB 350 – 2500 Hz
- h. Duty Cycle
 - 1. VHF Low and High Power Transmitters 100%
 - 2. UHF Low Power Transmitter 100% Duty Cycle
 - 3. UHF High Power Transmitter 50% Duty Cycle
- i. Tx Time Out:
 - 1. Adjustable from 5 sec to 5 min
 - 2. Can be disabled for continuous transmit
- j. Multiple Keying Options:
 - 1. Variable voltage
 - 2. Ground key
- k. Spectral Purity:
 - 1. Harmonics: < -80dBc
(< -65dBm in L1 and L5 GPS bands w/ optional co- site filter installed)
 - 2. Out of band spurious: < -90dBc
 - 3. Noise at 1% of Fo: < -150 dBc/Hz
- l. Adjacent Channel Power:
 - 1. AM 8.33 and 25 kHz: < -50 dBc
- m. Embedded Antenna Transfer Relay (ATR)
 - 1. User configurable
 - 2. Main/standby or transceiver configurations
- n. Low Power Transmitter 2-12 Watts with co-site filter, 2-15 Watts without filter
- o. High Power Transmitter 12-35 Watts with co-site filter, 12-50 Watts without filter

Attachment H
Specifications Checklist

LINE ITEM NO.	DESCRIPTION	SPECIFICATIONS/ REQUIREMENTS	MEETS SPECIFICATIONS & REQUIREMENTS (Y/N)	MFG OF ITEM BID	MODEL OF ITEM BID
1	VHF Transmitter	Per Attachment G: General Specifications Specific Radio Requirements Specific Transmitter Requirements			
2	VHF Receiver	Per Attachment G: General Specifications Specific Radio Requirements Specific Receiver Requirements			
3	UHF Transmitter	Per Attachment G: General Specifications Specific Radio Requirements Specific Transmitter Requirements			
4	UHF Receiver	Per Attachment G: General Specifications Specific Radio Requirements Specific Receiver Requirements			

Attachment I
Offeror's Bid

Item	Price
Twelve (12) New VHF Transmitters – Line Item #1	\$ _____
Twelve (12) New VHF Receivers – Line Item #2	\$ _____
Five (5) New UHF Transmitters – Line Item #3	\$ _____
Four (4) New UHF Receivers – Line Item #4	\$ _____
Operations Manual – 1 for each line item (Digital Format)	\$ _____
Sales Tax, 8.3% (All Equipment) 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.	\$ _____
Shipping (All Equipment)	\$ _____
Total	\$ _____

Offeror's Payment Terms: Equipment: _____

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

Exceptions / Clarifications of Offeror:

Delivery Time Estimate: _____

Printed Name

Signature

Date

Attachment J

References

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

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

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

Attachment K

Addenda Acknowledgement

Offeror is responsible for obtaining all addenda, if issued, via the PMGAA website at www.gatewayairport.com under the Business | Procurements, Vendors & Public Notices section or by other means (see Section One, Subsection A, paragraph 2, Addenda).

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

Offeror hereby acknowledges receipt of the following addenda issued by PMGAA for solicitation 2021-022-IFB (fill in Addendum Number and Date Issued).

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

By: _____
Signature

Date

Printed Name

Title