

## REQUEST FOR QUALIFICATIONS (RFQ)

CMAR for Terminal Annex Modernization

PHOENIX MESA GATEWAY AIRPORT AUTHORITY

Issue date: June 7, 2021

Dates & times are subject to change

<b>RFQ INFORMATION</b>	
<b>SOLICITATION 2022-002-RFQ</b>	
Contact	Marian Whilden, Procurement Officer
Email Address	<a href="mailto:mwhilden@gatewayairport.com">mwhilden@gatewayairport.com</a>
Pre-Submittal Meeting	Date: June 29, 2021 Time 10:00 AM (AZ Time) Location: Phoenix Mesa Gateway Airport Authority Administration Building 5835 S. Sossaman Road Mesa, AZ 85212
Site Tour	There is no site tour scheduled
RFQ Submittal Mailing/Delivery Address	5835 S. Sossaman Road Mesa, Az 85212
Due Date for Questions and Clarifications	July 2, 2021 at 5:00 PM (AZ Time)
*RFQ Submittal Due Date	July 12, 2021 at 2:00 PM (AZ Time)
Interviews, if conducted	Week of August 16, 2021
Contract Award Recommendation	September 21, 2021

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

### Additional Information:

- Statement of Qualifications (SOQ) must be submitted in a sealed envelope.
- SOQs must have the solicitation number clearly indicated on the envelope/box.
- SOQs 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 Request for Qualifications and posted at [www.gatewayairport.com](http://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.

## Request for Qualifications

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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 submittal, and provide a written, detailed justification for not making such material public, along with its submittal.

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

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

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

## SUBMITTAL CHECKLIST

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

- Submittal Cover Sheet
  
- Tab A through H**
  - Requested Submittal Information
  
- Tab I**
  - Attachment A, Standard Certifications
  - Attachment B, Federal Provisions Certifications
  - Attachment C, Buy American Preference Certification
  - Attachment D, Tax Delinquency and Felony Conviction Certification
  - Attachment E, DBE Requirements Certification
  - Attachment F, Contractor License & Identity Information
  - Attachment G, Disadvantaged Business Enterprise Identification Statement
  - Attachment H, Authorization for Release of Performance Information and Waiver
  - Attachment I, Certificate of Insurability
  - Attachment J, Project Reference Contacts
  - Attachment K, Agreement Review Statement
  - Resumes
  
- Tab J**
  - Attachment L, Addenda Acknowledgement (if issued, check website)
  
- One (1) original and four (4) complete copies of Offeror's submittal
- One (1) electronic copy of Offeror's submittal

**REQUEST FOR QUALIFICATIONS  
SOLICITATION #2022-001-RFQ FOR CMAR FOR TERMINAL ANNEX MODERNIZATION**

**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 RFQ and any addenda issued and fully understands and accepts these terms by submission of an offer.
- The submission is being offered independently of any other Offeror and did not involve collusion or other anti-competitive practices.

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## Section One - Offeror Information and Instructions

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### A. GENERAL INFORMATION ON SOLICITATION PROCESS

1. **Availability of Solicitation.** The solicitation package is available via the Internet at [www.gatewayairport.com](http://www.gatewayairport.com) under the Business | Procurements, Vendors & Public Notices section.
2. **Addenda.** If PMGAA deems it necessary to amend the solicitation, an Addendum will be prepared in writing and posted to PMGAA website. Offerors are responsible for obtaining all addenda via PMGAA's website at [www.gatewayairport.com](http://www.gatewayairport.com) under the Business | Procurements, Vendors & Public Notices section or by other means. Any Addenda issued by PMGAA will become a part of the RFQ. Offeror shall acknowledge receipt of each addendum by completing Attachment L and returning the document, as part of the Offeror's submittal under this RFQ.
3. **Familiarization with Requirements.** It is the Offeror's responsibility to examine the entire solicitation package and seek clarification of any requirement or contract term that may not be clear and to check all responses for accuracy before submitting a response. Negligence in preparing a submittal confers no right of withdrawal after due date and time. All submissions must comply with applicable PMGAA rules, regulations and policies.
4. **Cost of Submittal Preparation.** PMGAA shall not reimburse the cost of, nor pay any expenses related thereto, developing, presenting or providing any response to this solicitation. Bids, proposals and/or statements of qualifications submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
5. **Inquiries.**
  - a. Contact Person. Any inquiry related to a solicitation, including any requests for or inquiries regarding standards referenced in the solicitation should be directed to the staff member listed on the cover page of the solicitation. The Offeror shall not contact or direct inquiries concerning this solicitation to any other PMGAA employee unless the solicitation specifically identifies additional person(s) as a contact.
  - b. Submission of Inquiries. All inquiries shall be submitted 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 SOQs submitted shall remain valid and irrevocable for ninety (90) days after the opening time and date of SOQs.
7. **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.
8. **Debarment/Suspended.** By submitting a Statement of Qualifications, 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. Each protest must state the specific factual and legal grounds on which the protest is based. The protester must also include with the protest all pertinent documents and all supporting evidence. PMGAA need not accept any protest that fails to comply with the requirements of this section. The protester's failure to timely protest specifications or other solicitation terms and conditions constitutes a waiver of the protest.
- c. If a timely protest before bid opening is made, PMGAA may proceed with the solicitation or with the award of the contract unless the Purchasing Director determines in writing that the protest should be sustained or that an addendum addressing the protest should be issued.

**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.
- b. A protest must be received by the Purchasing Director within five business days following public posting of PMGAA's award recommendation. The formal protest must contain the following information.
  - i. PMGAA's solicitation identification number and title.
  - ii. Name and address of the protester, the title or position of the person submitting the protest, and a statement that the protest has been authorized by the protester and the protest is made in good faith.
  - iii. A statement of all facts alleged and all rules, regulations, statutes, or constitutional provisions that entitles the protester to relief.
  - iv. All other information, documents, materials, legal authority, and evidence in support of the protest.
  - v. A statement indicating the precise relief sought by the protester.
- c. The Purchasing Director will make a written decision on the protest within ten business days after it is received.
- d. The Protester may appeal the Purchasing Director's decision to the Executive Director. Any appeal must be filed with the Executive Director within three business days after the protester receives the Purchasing Director's decision.
- e. The Executive Director may hear the appeal or appoint an independent hearing officer to do so. If a hearing officer is appointed, the hearing officer shall conduct an informal hearing on the appeal within 10 business days from receipt of the appeal. The hearing officer shall promptly prepare an informal decision and recommendation on the appeal for the Executive Director's consideration. The hearing officer shall promptly serve the recommendation on the protester.
- f. Upon receipt of the hearing officer's recommendation, or if no hearing officer is appointed, the Executive Director shall decide any protest for a solicitation valued at less than \$50,000. For solicitations valued less than \$50,000 or sustained protests, the Executive Director's decision is final. For solicitations valued over \$50,000 and the Executive Director is recommending denial of the protest, the Executive Director shall make a recommendation to the Board, and the Board shall make the final decision regarding award of the contract.

- g. Notice of the Board's final decision must be furnished to the protesting party, in writing, by the Purchasing Director.
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 will be afforded full and fair opportunity to submit statements of qualifications in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
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 SOQs.
14. **Disadvantaged Business Enterprise.** The requirements of 49 CFR Part 26 apply to this contract. It is the policy of PMGAA to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. PMGAA encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

## **B. SOQ PREPARATION AND SUBMITTAL**

1. **SOQ Preparation.**
- a. Forms. All SOQs shall include the required forms provided in this solicitation. It is permissible to copy these forms if required.
- b. No Facsimile or Electronic Mail Responses. SOQs may not be submitted via facsimile or electronically. Facsimiles or electronic mail SOQs shall not be considered.
- c. Confidential, Trade Secret and Proprietary Information. Requests for nondisclosure of information deemed Confidential, Trade Secret, and/or Proprietary must be made in accordance with PMGAA's Procurement Policy. Please review PMGAA's complete "Public Access to Procurement Information" contained in PMGAA's Procurement Policy that is available under the Policies, Documents and Forms link at:  
<http://www.gatewayairport.com/policiesdocumentsandforms>.
2. **SOQ Submittal.**
- a. Submission Package. One (1) original and the specified number of copies of the submittal (see Section Two) should be contained in each submission package. Each submittal package/envelope should be firmly sealed and clearly marked on the outside with the solicitation number, "Statement of Qualification" and the name and address of the Offeror.
- b. Late Submittals. Late submittals will be rejected and returned to the Offeror.



- c. No Modifications. Modifications are not permitted after SOQs have been opened except as otherwise provided under applicable law, such as a specific request by PMGAA for a requested Best and Final Offer (BAFO). All modifications shall be made in writing and executed and submitted in the same form and manner as the original SOQ.
- d. Withdrawal of SOQ. SOQ submittals may be withdrawn at any time prior to the specified due date and time. An Offeror (or authorized representative) may withdraw the response by notifying the designated contact for this solicitation in writing on company letterhead. Facsimiles or other electronic format withdrawals shall not be considered.

**3. SOQ Evaluation.**

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

**4. Award of Contract.**

- a. Rights of PMGAA. PMGAA reserves the right to award to whichever Offeror(s) deemed most advantageous to PMGAA. PMGAA may reject any or all submittals, waive any minor informality or irregularity in submittals received, reject any alternate submittals and reserves the right to reject the submittal(s) of any Offeror who has previously failed to perform competently in any contract with PMGAA.
- b. Selection. The contract shall be awarded using the criteria outlined in Section Two.
- c. Notification. Prior to contract award, the selected successful Offeror(s) will be notified of their apparent selection for contract award, and (a) contract(s) will be drawn which will include by reference this solicitation and any other contractual language as may be required by PMGAA or by law.
- d. Standard Terms and Conditions. Offeror acknowledges that, by virtue of submitting a response to this RFQ, Offeror agrees all Standard Terms and Conditions, as stated in Section III of this RFQ, will be included in the executed Contract between Offeror and PMGAA as a result of this solicitation. If the Contract is not executed within 30 days from Notice of Intent to Award, PMGAA reserves the right to cancel and award to the next highest ranked Offeror.

- e. Construction Manager At Risk Contract, Pre-Construction Services Contract. Selected Offeror(s) will be required to execute a Construction Manager at Risk, Pre-Construction Services Contract with PMGAA which will include by reference this solicitation. If the Pre-Construction Services Contract is not executed within 30 days from the Notice of Intent to Award, PMGAA reserves the right to cancel and award to the next highest ranked firm.
  
- f. PMGAA is under no obligation to award a Construction Manager at Risk, Construction Services Contract, to the selected Offeror(s) who was awarded, as a result of this solicitation, the Construction Manager At Risk, Pre-Construction Services Contract.

## Section Two – Special Provisions and Specifications

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### **A. PROJECT DESCRIPTION**

Provide construction management services as a Construction Manager At Risk for the replacement of the existing terminal annex building with a new terminal concourse containing 4 or preferably 5 passenger gates. Existing passenger service to aircraft parking spots must be maintained.

### **B. MINIMUM REQUIREMENTS**

1. Current Arizona Registrar of Contractors Class B-1 General Commercial License or KB-1 General Dual License.
2. Ability to provide Bonds as required by the Contract Documents.
3. Ability to provide insurance in the amounts and times as specified in the Contract Documents.
4. Ability for CMAR staff to pass background checks as required for security purposes.

### **C. SCOPE OF WORK**

The construction shall be based on and meet the latest City of Mesa codes and regulations, federal, state and PMGAA regulations. The project shall provide for between approximately 10,000 SF and 15,000 SF of new terminal passenger hold rooms and airside gates while maintaining existing gate service to aircraft. The space to be provided also includes between 500SF and 1000 SF of retail facility as well as public restrooms, including a Mothers Room. Office space for baggage services and demolition of existing baggage line shack may also be included as part of the work. All work is at Phoenix -Mesa Gateway Airport and is on the secure side of the facility, post TSA screening. The new work is expected to match the existing facility. The end product includes FFE for hold rooms and gates and is expected to be a “Vanilla Shell” for the retail component concessionaire to complete.

### **D. DISADVANTAGED BUSINESS ENTERPRISE INFORMATION AND REQUIREMENTS**

1. The requirements of 49 CFR Part 26, regulations of the U.S. Department of Transportation, applies to this solicitation and resultant contract. It is the policy of the Phoenix-Mesa Gateway Airport Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract.
2. PMGAA’s DBE Program is race-neutral. PMGAA encourages the use of DBEs and other small businesses in the performance of this opportunity. While only DBE certified firms will count towards PMGAA’s overall program goal, utilization of small business is encouraged. PMGAA’s DBE Program may be viewed on the Airport’s website at: <https://www.gatewayairport.com/procurementsandnotices>
3. To help facilitate and begin planning Offeror’s commitment to outreach efforts and develop a DBE Performance Plan, a list and contact information of certified DBE firms can be found on the State of Arizona’s UTRACS Transportation Business Portal. It may be used as a guide to help select certified DBEs. The directory can be found at: <https://utracs.azdot.gov>

In order to be counted toward PMGAA’s overall DBE program goal, a business must be certified as a DBE by a certifying agency within the Arizona UCP, or from a U.S. Department of Transportation recognized certifying agency.

4. Determination of Responsiveness to DBE Requirements. Any Offeror wishing to remain in competition for contract award shall provide all required DBE information, as listed in this RFQ, at the time of SOQ submittal. Failure to submit the DBE program documentation, in completed form, will result in a determination by PMGAA that the Offeror is non-responsive to the RFQ requirements.

5. The Contract documents provide information on DBE requirements once a contract has been awarded. Offerors should read all documents to become familiar with the requirements (See Attachment M).

## **E. SUBMITTAL INSTRUCTIONS AND REQUIREMENTS**

Offerors interested in responding to this solicitation should submit a SOQ to address the RFQ criteria as specified. Offerors must submit one (1) original and four (4) copies of their SOQ for a total of five (5). In addition, Offerors shall provide one (1) complete electronic copy of the SOQ and all attachments on a flash drive. Failure to include all information requested may cause such incomplete SOQs to be rejected and not be evaluated or considered in the selection process.

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

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

Offeror must organize their SOQs into the sections listed below. Each section should be delineated by a divider with a tab labeled appropriately. SOQs 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. This SOQ may not exceed twenty-five (25) single-sided pages. Submissions exceeding the page limit may be considered non-responsive and may be returned to the Offeror without further evaluation. Pages having photos, charts, and/or graphs that provide additional evaluation information will be counted towards the maximum number of pages.

The following information is not included in the page limit:

1. Submittal Cover Sheet
2. Tabs
3. Table of Contents
4. General Information
5. DBE Performance Plan
6. Attachments A through L
7. Resumes for each key team member, maximum of 2 pages each

Offeror may **NOT** include **any** pricing/fees/commissions/ or similar information in its submittal under this RFQ. If pricing/fees/commissions or similar information is included in Offeror's submittal, it shall be deemed nonresponsive and be rejected and not evaluated or considered in the selection process.

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

### **RFQ Submittal Cover Sheet**

### **Tab A – Table of Contents with page numbers**

**Tab B - General Information** (maximum of two pages)

1. Cover Letter identifying the full company name and primary place of business, legal company organization information (Corporation, LLC, Joint Venture, etc.), and a brief introduction of the company as it relates to the requested services.
2. Evidence that the firm, if a corporation, is in good standing and qualified to conduct business in Arizona.

**Tab C – Qualifications of Firm:**

1. Firm's overall service capability as it relates to this project.
2. List and briefly describe at least three (3) comparable projects completed by your firm within the past five (5) years or currently in progress. For each project, include:
  - a. Role of your firm. If CMAR, identify the percent of work self-performed. Also, specify services provided during preconstruction services.
  - b. Initial construction cost and final construction cost; briefly explain any variance.
  - c. Original contract construction duration and actual duration; briefly explain any variance.
  - d. Design consultant firm if the project was a CMAR.
  - e. Contract start and end dates.
3. Complete Attachment J, Project Reference Contacts sheet, for the above three (3) comparable projects and submit under Tab I.
4. Describe in detail your firm's method for allocating management, supervision, labor, material and equipment resources to projects. Are your firm's methods different on CMAR projects? If so, how?
5. Describe the methods your firm has in place for addressing project issues, contract modifications, and schedule recovery to maintain the completion date.
6. List and describe your firm's capability and intent to proceed without delay if selected for this project.
7. Describe the firm's knowledge and experience with applicable federal and state and local regulations, policies and procedures as it relates to this project.
8. Provide an organizational chart with names and titles of the project management team, including the proposed project manager.

**Tab D – Project Team Experience & Qualifications:**

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

**Tab E - Project Understanding:**

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

**Tab F – Approach to Performing the Required Services:**

1. Describe your firm's project management approach and team organization both during preconstruction and construction services. Describe processes, methods and systems used for planning, scheduling, estimating, and managing construction
2. Describe your team's approach to coordinating with PMGAA, the design team, subcontractors and suppliers during the preconstruction and construction phases.
3. Explain how you will manage construction quality control and subcontractors during the construction phase of the contract

4. Describe your approach to operating within an agreed budget and schedule
5. Describe the role team members and subcontractors will play on your team during preconstruction and construction phases and what benefits they will provide to your team, PMGAA, and the project

**Tab G – DBE Performance Plan (DBEPP):**

1. Provide a **comprehensive and detailed** DBE Performance Plan that details how Offeror intends to obtain DBE participation on this project through future subcontracts and how it will meet PMGAA’s DBE Program requirements. The plan should address, at a minimum, the following:
  - a. The types of work Offeror will solicit DBEs to perform
  - b. Utilization plan
  - c. Monitoring plan
  - d. How Offeror will ensure compliance
  - e. How Offeror will conduct outreach/marketing efforts
  - f. How Offeror will report/track DBE participation
2. Record of Offeror’s past performance, including DBE utilization, program compliance, etc.
3. Offeror’s designated representative(s) responsible for DBE compliance over the course of the project
  - a. include job title(s)
  - b. include details of skill set and experience
4. Offeror’s commitment and ability to implement their DBEPP

**Tab H - Miscellaneous**

1. Identify any contracts or subcontracts held by the firm or officers of the firm, within the last ten years, which has been terminated. Identify any claims or issues arising from contracts, within the last ten years, which resulted in litigation, or arbitration, or could not be resolved through the owner’s escalation level/issue resolution ladder or process. Briefly describe the circumstances and the outcomes
2. List all projects, within the last ten years, where Liquidated Damages were assessed for failure to complete the contract within the specified contract time, and explain why they were assessed
3. Submittal quality, completeness, and reference checks.

**Tab I - Appendices**

- a. Attachment A
- b. Attachment B
- c. Attachment C
- d. Attachment D
- e. Attachment E
- f. Attachment F
- g. Attachment G
- h. Attachment H
- i. Attachment I
- j. Attachment J
- k. Attachment K
- l. Resumes for proposed key team members, 2-page maximum for each resume.

**Tab J – Addenda Acknowledgement (if applicable)**

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

**F. EVALUATION CRITERIA**

Points	Category
10	Qualifications of Firm
15	Project Team Experience & Qualifications
40	Project Understanding
25	Approach to Performing the Required Services
5	DBE Performance Plan
5	Miscellaneous
100	Total Points

**G. SELECTION PROCESS**

1. PMGAA will appoint an evaluation panel to evaluate each Offeror’s qualifications. Using the criteria and weighting listed herein, the evaluation panel will rank the Offerors in order of highest to lowest score.
2. PMGAA may contact and interview references provided by each Offeror. If contacted , references will be scored under Miscellaneous 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’ SOQ 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 as follows: Project Team Experience & Qualifications (20 points), Detailed Project Understanding (40 points) and Innovative Approach to Performing the Required Services (40 points) and re-rank the short-listed Offerors in order of highest to lowest score.
5. Offerors may be evaluated in accordance with the Evaluation Criteria using information obtained by any combination of the following: 1) Statements of Qualifications (SOQs) submitted in response to this RFQ; 2) reference verification; 3) interview performance (if conducted); and 4) any information from any source about the Offeror, whether included in the SOQ or not.
6. A notification will be posted on PMGAA’s website following a selection determination.
7. PMGAA intends to enter into negotiations with the highest ranked Offeror(s) to finalize a Pre-Construction Services Contract for the services. If an agreement cannot be successfully negotiated with the highest ranked Offeror(s), then negotiations may be terminated with that Offeror(s) and PMGAA may enter negotiations with the next highest ranked Offeror(s) until an agreement is reached or an impasse is declared.

## Section Three – Standard Terms and Conditions

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1. **Certification.** Offeror certifies:
  - a. The award of this Contract did not involve collusion or other anti-competitive practices.
  - b. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. Section 31-1461, et. seq.
  - c. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract; and Offeror hereby certifies that the individual signing this Contract is an authorized agent for Offeror and has the authority to bind the Offeror to the Contract.
2. **Availability of Project Funding.** This Contract's approval and continuation is conditioned on the availability of funds appropriated by PMGAA for this purpose. If funds are not available or appropriated for the Contract's requirements, PMGAA may terminate the Contract. Possible sources of funding for this Contract include FAA and ADOT, and this Contract is contingent on the availability of those funds to PMGAA.
3. **Dispute Resolution.**
  - a. **Negotiations.** If a dispute arises out of or relates to this Contract or its breach, the parties to this Contract shall endeavor to settle the dispute through direct discussions as a condition precedent to mediation or binding dispute resolution.
  - b. **Mediation.** Should the parties to this Contract be unable to resolve their dispute through direct negotiations, the parties to this Contract, upon the written request of either, shall engage in mediation, to be administered privately by a mediator and according to rules mutually agreed upon by the parties to this Contract, or, the absence of such mutual agreement, by a mediator appointed by JAMS and administered by JAMS in accordance with its then-current mediation rules. The fees and costs of mediation shall be split equally by the parties to this Contract, but subject to reallocation following binding dispute resolution.
  - c. **Binding Dispute Resolution.** Should the parties to this Contract be unable to resolve their dispute through direct negotiations or mediation, either party may, within the time limitations for bringing claims under Arizona law and this Contract, commence formal dispute resolution proceedings. Both parties to this Contract consent to binding arbitration administered by JAMS according to its then current arbitration rules, provided, however, that (i) in the event both parties agree, the arbitration may be administered privately by an arbitrator and according to rules mutually agreed upon by the parties to this Contract, and (ii) in the event any party seeks relief against the other party or against a non-party which cannot fully be granted in arbitration, by reason of non-joinder or otherwise, the parties to this Contract are excused from this arbitration requirement and the parties to this Contract shall proceed in the state or federal courts of competent jurisdiction and located in Maricopa County, Arizona. In any arbitration or litigation, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs as determined by the arbitrator or court as applicable.
4. **Independent Contractor.** At all times, each party acts in its individual capacity not as agent, employee, partner, joint venturer, or associate of the other party. An employee or agent of one party may not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. Neither Offeror nor any of its employees are entitled to compensation from PMGAA in the form of salaries, paid vacation, or sick days. PMGAA will not provide any insurance to Offeror, including *Workers' Compensation* coverage. PMGAA will not withhold FICA, taxes, or any similar deductions from PMGAA's payments under this Contract.
5. **Affirmative Action.** Offeror shall abide by all the federal and state of Arizona provisions for equal opportunity in the workplace.
6. **Human Relations.** Offeror shall abide by all the federal and state of Arizona provisions against discrimination of disadvantaged business enterprises in applicable PMGAA contracts.



7. **Non-Exclusive Contract.** This Contract is for the sole convenience of PMGAA. PMGAA reserves the right in its discretion to obtain the same or similar goods or services from any other source.
8. **Americans with Disabilities Act.** Offeror shall comply with all applicable provisions of the *Americans with Disabilities Act* (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the *Act*.
9. **Confidentiality of Records.** Offeror shall establish and maintain procedures and controls that are acceptable to PMGAA for the purpose of assuring that no information contained in its records or obtained from PMGAA or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under this Contract. Persons requesting such information should be referred to PMGAA. Offeror also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Offeror as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by PMGAA.
10. **Gratuities.** PMGAA may, by written notice to the Offeror, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Offeror or any agent or representative of Offeror, to any officer or employee of PMGAA involved in the amending, or the making of any determinations with respect to the performing of such Contract. If this Contract is canceled by PMGAA under this provision, PMGAA shall, in addition to any other rights and remedies, repay to the Offeror the amount of the gratuity.
11. **Applicable Law.** This Contract shall be governed by the laws of the state of Arizona, and suits pertaining to this Contract shall be brought only in federal or state courts in the state of Arizona.
12. **Contract.** This Contract is based on and the result of a negotiated Scope of Services and Proposal, Bid or Statement of Qualifications submitted by Offeror under this RFP, IFB or RFQ. The Contract contains the entire agreement between PMGAA and Offeror. No prior oral or written agreements, contracts, proposals, negotiations, purchase orders, or master agreements (in any form) are enforceable between the parties.
13. **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.
14. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
15. **Severability.** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract, which may remain in effect without the valid provision, or application.
16. **Protection of Government Property.** Offeror shall use reasonable care to avoid damaging all PMGAA property, including buildings, equipment, and vegetation (such as trees, shrubs, and grass). If Offeror damages PMGAA's property in any way, Offeror shall immediately report such damage to PMGAA and repair or replace the damage at no cost to PMGAA, as directed by the PMGAA Executive Director. If Offeror fails or refuses to repair or replace the damage, then PMGAA may terminate the Contract, and PMGAA shall deduct the repair or replacement cost from money due Offeror under the Contract.
17. **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.

18. **Subcontracts.** Offeror shall not assign any rights or interest nor enter into any subcontract with any other party to furnish any of the materials, goods or services specified herein without the prior written permission of PMGAA. PMGAA may, at its sole discretion, accept or reject proposed subcontractors or assignment. PMGAA shall notify Offeror of its acceptance or rejection within forty-five (45) days of written request by Offeror. All subcontracts shall comply with federal and state laws and regulations applicable to the materials, goods or services covered by the subcontract and shall include all the terms and conditions set forth herein, which shall apply with equal force to the subcontract, as if the subcontractor were the Offeror referred to herein. Offeror is responsible for Contract performance whether subcontractors are used.
19. **No Waiver.** No provision in this Contract shall be construed, expressly or by implication, to waive either party's existing or future claim, right, or remedy available by law for breach of contract. The failure of either party to insist on strict performance of any Contract term or condition; to exercise or delay exercising any right or remedy provided in the Contract or by law; or to accept materials, services, or Offeror's services under this Contract or imposed by law, shall not be deemed a waiver of any right of either party to insist upon strict performance of the Contract.
20. **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.
21. **Indemnification.** To the fullest extent permitted by law, Offeror shall defend, save, indemnify, and hold harmless PMGAA, its agents, representatives, officers, directors, officials, and employees (collectively the "Indemnitees"), for, from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the Offeror's acts, errors, omissions, or mistakes relating to Offeror's services under this Contract.
22. **Right to Assurance.** Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. If a demand is made and no written assurance is given within five (5) business days, the demanding party may treat this failure as an anticipatory repudiation with this Contract.
23. **Advertising.** Offeror shall not advertise or publish information concerning this Contract without prior written consent of PMGAA.
24. **Right to Inspect.** PMGAA may, at reasonable times, and at PMGAA's expense, inspect the place of Offeror's or any of Offeror's subcontractor's business, which is related to the performance of this Contract or related subcontract.
25. **Force Majeure.** In the event either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Contract to be performed by such party ("Required Act"), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, fire, flood, earthquake, or other casualty or acts of God ("Force Majeure Event"), then the performance of such Required Act shall be excused for the period of delay and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Contract, the financial inability of Offeror to perform any Required Act, including, without limitation, failure to obtain adequate or other financing shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence until ten (10) days before the date on which the party who asserts some right, defense, or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating (a) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (b) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather

for the time of performance of the Required Act with the average of the preceding ten (10) years' climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood, or other natural phenomena of normal intensity for the locality where the Premises are located.

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

intended audits. Offeror shall require its subcontractors to comply with the provisions of this Section by including its requirements in all subcontracts related to this Contract.

35. **E-Verify Requirements.** To the extent applicable under A.R.S. § 41-4401, Offeror and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees, and compliance with the E-Verify requirements under A.R.S. §23-214(A). Offeror's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by PMGAA. PMGAA shall have the right to inspect the papers of Offeror's and any of Offeror's subcontractor's employee who works on this Contract to ensure the Offeror is complying with this paragraph.

## Attachment A

### Standard Certifications

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

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

1. Offeror hereby  certifies  does not certify  
That this engagement, if selected, will not result in a conflict of interest.
  
2. Offeror hereby  certifies  does not certify  
That the firm, and proposed team members, meet the Minimum Requirements/Qualifications as stated in Section Two C, of this RFQ.

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

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

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Attachment B

### Federal Provisions Certifications

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

#### 1. Affirmative Action

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity.

- a. The Offeror’s or Bidder’s attention is called to the “Equal Opportunity Clause” and the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” set forth herein.
- b. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor’s aggregate workforce in each trade on all construction work in the covered area, are as follows:

#### **Timetables**

Goals for minority participation for each trade:           15.8%

Goals for female participation in each trade:           6.9%

These goals are applicable to all of the Contractor’s construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor’s compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor’s goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- c. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
- d. As used in this notice and in the contract resulting from this solicitation, the “covered area” is Mesa, Arizona, Maricopa County.

#### 2. Buy American Preference

Offeror 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.

Offeror must complete and submit the Buy America certification included herein with their submittal. PMGAA will reject as nonresponsive any submittal that does not include a completed Certificate of Buy American Compliance.

Complete certification statement – Attachment C.

3. Civil Rights – General

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

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

4. Civil Rights – Title VI Assurances. Compliance with Nondiscrimination Requirements

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. 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.
2. 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.
3. 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 Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. 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 the sponsor or the Federal Aviation Administration 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 the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six 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 the sponsor or the Federal Aviation Administration 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 the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

5. Davis Bacon

Davis Bacon requirements will apply to this solicitation and resulting contract as provided for in 29 CFR part 5. See Contract Documents (Attachment M) for specific requirements/language.

6. 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 are presently debarred or suspended by any Federal department or agency from participation in this transaction.

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

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

If the Federal Aviation Administration 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.

7. 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. PMGAA encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

a. Contract Assurance (§ 26.13). 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.

b. Prompt Payment (§26.29). The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the prime contractor receives from PMGAA. The prime contractor agrees further to return retainage payments to each subcontractor within 7 days after the subcontractor’s work is satisfactorily completed. 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.

For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When Owner has made an incremental acceptance of a portion of this Contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

8. Federal Fair Labor Standards Act

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

The Contractor has full responsibility to monitor compliance to the referenced statute 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.

9. 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.

10. 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 have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

11. Occupational Safety and Health Act of 1970

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

12. 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 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/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-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.

13. Tax Delinquency and Felony Conviction

Complete certification statement – Attachment D.

By submission of a Statement of Qualifications, Offeror hereby certifies that it meets all Federal Provisions provided in this Attachment B. Further, Offeror certifies that, if selected by PMGAA for the CMAR Pre-Construction Services and the CMAR Construction Services, that Offeror will comply with all Federal Provisions provided in this Attachment B and those listed in the Contract Documents (Attachment M).

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Attachment C

### Buy American Preference Certification

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

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. 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; or
  - 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:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
  - To faithfully comply with providing U.S. domestic products.
  - 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:
- a) To 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.
  - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
  - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
  - d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
  - e) 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 components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility”. The required documentation for a Type 3 waiver is:

- a) Listing of all manufactured products 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 and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**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.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Attachment D

### Tax Delinquency and Felony Conviction Certification

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Offeror 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.

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Company Name

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Signature

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Title

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Date

**Attachment E**  
DBE Requirements Certification

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By submitting a SOQ and by entering into any contract on the basis of this SOQ, the Offeror certifies to each of the following DBE Program-related conditions and assurances:

1. Offeror agrees to comply with 49 CFR Part 26 and PMGAA's DBE Program requirements.
2. To ensure that DBE firms have been given full and fair opportunity to participate in the performance of the contract. Offeror certifies that all reasonable steps will be taken to ensure that DBE firms will have an opportunity to compete for and perform work on the contract. Offeror further certifies that Offeror shall not discriminate on the basis of race, color, age, national origin, or sex in the performance of the contract or in the award of any subcontract.
3. Offeror certifies it shall utilize its DBEPP as presented in its submitted SOQ if awarded the contract under this solicitation.

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Company Name

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Signature

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Title

---

Date

**Attachment F**  
Contractor License and Identity Information

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

Select appropriate type. Contractor is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
*(Individual's signature)*

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Facsimile No.: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature of general partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Facsimile No.: \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_



Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Facsimile No.: \_\_\_\_\_

A Joint Venture

Joint Venture Name: \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature of joint venture partner – attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Facsimile No.: \_\_\_\_\_

Joint Venture Name: \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature – attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Facsimile No.: \_\_\_\_\_

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

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

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

**Attachment G**  
DBE Identification Statement

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**To be completed by Offeror for Offeror's Firm**

Name of Firm: \_\_\_\_\_

Firm's Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**At time of RFQ submittal, above firm  is OR  is not a certified DBE**

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Attachment H**  
Authorization For Release of Performance Information and Waiver

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The purpose of this disclosure is to provide references to PMGAA. Offeror hereby consents that as an Offeror to PMGAA's Solicitation 2022-002--RFQ, CMAR for Terminal Annex Modernization, for Phoenix-Mesa Gateway Airport, Offeror authorizes those companies and government entities listed in Offeror's RFQ submittal and any other government entity for whom this company has performed CMAR services to disclose and release to PMGAA, or their representatives, information, records and opinions concerning this company's past performance.

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

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

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

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

\_\_\_\_\_  
Date

**Attachment I**  
Certificate of Insurability

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Offeror hereby certifies that as an Offeror to PMGAA's Solicitation 2022-002-RFQ, CMAR for Terminal Annex Modernization for Phoenix-Mesa Gateway Airport, Offeror is fully aware of Insurance Requirements contained in the Contract Documents (Exhibit 1) and by the submission of this RFQ submittal, Offeror hereby assures PMGAA that Offeror is able to produce the insurance coverage required should Offeror be selected to be awarded the Construction Manager at Risk Pre-Construction Services Contract and the Construction Manager At Risk Services Contract.

Should Offeror be awarded the above contract(s) by PMGAA, and then become unable to produce the insurance coverage specified within ten working days, Offeror is fully aware and understand that PMGAA may not consider Offeror for this and future projects.

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Signature of Offeror

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Date

**Attachment J**  
Project Reference Contacts

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References listed below should correspond to the three listed under Tab C, #2

**Project 1:**

Company/Agency Name: \_\_\_\_\_

City, State: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Project 2:**

Company/Agency Name: \_\_\_\_\_

City, State: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Project 3:**

Company/Agency Name: \_\_\_\_\_

City, State: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Attachment K**  
Agreement Review Statement

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As an Offeror to PMGAA's Solicitation 2022-002-RFQ, CMAR for Terminal Annex Modernization, Offeror hereby certifies that Offeror has reviewed the Contract Documents (Attachment M) and have listed any objections to them below. The response shall clearly identify if the Contract Documents are acceptable in all respects. If the Contract Documents are not acceptable, the response shall identify the unacceptable clauses and shall provide suggested alternate language. General or vague statements or invitations to discuss further are not adequate answers.

Offeror is aware any objections to the Contract Documents will be considered and included in PMGAA's evaluation of Offeror's SOQs. Offeror is also aware, if Offeror fails to list any objections to PMGAA's Contract Documents, Offeror will not be allowed to raise any objections later if selected as the most qualified Offeror.

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

\_\_\_\_\_  
Date

Specific Objections:

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## Attachment L

### Addenda Acknowledgement

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Offeror is responsible for obtaining all addenda, if issued, via the PMGAA website at [www.gatewayairport.com](http://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 SOQ to be deemed nonresponsive. If no addenda were issued, Offeror does not need to include this attachment in its SOQ.

Offeror hereby acknowledges receipt of the following addenda issued by PMGAA for solicitation 2022-002-RFQ (fill in Addendum Number and Date Issued).

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

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## Attachment M

### Contract Documents

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The following Contract Documents are hereby incorporated into and made part of PMGAA's solicitation 2022-002-RFQ. The entire contract document package may be found here:

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

File Name: Solicitation 2022-002-RFQ CMAR Terminal Annex Modernization Contract Documents.pdf

1. Construction Manager at Risk Pre-Construction Services Contract
2. Construction Manager at Risk Construction Services Contract
3. General Conditions to the CMAR Construction Services Contract:
4. Federal Contract Provisions
5. General Provisions to the CMAR Construction Services Contract:
6. Special Provisions to the CMAR Construction Services Contract:
7. Technical Specifications
8. DBE Forms
9. Subcontractor Payment Forms
10. CMAR's DBE Performance Plan