



NOTICE OF INVITATION FOR BID (IFB)

SOLICITATION NUMBER: 2019-016-IFB

PROJECT : North Economy Parking Lot Covered Parking

BID DUE DATE & TIME: December 17, 2018 by 2:00 PM Arizona time

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

NOTICE IS HEREBY GIVEN that the Phoenix-Mesa Gateway Airport Authority is soliciting sealed bids for the **North Economy Parking Lot Covered Parking** project at the Phoenix-Mesa Gateway Airport.

This solicitation may be downloaded from our website at www.gatewayairport.com under the Business|Procurements & Notices section. The Phoenix-Mesa Gateway Airport Authority (PMGAA) Administration Office Reception Area Staff will receive competitive sealed Bids for the specified material or service until the time and date cited above. Bids received on or before the correct time and date will be time stamped by a staff member and publicly recorded. Late Bids will not be considered. All submissions and Offeror conduct must comply with applicable PMGAA policies, rules and procedures. PMGAA may cancel this solicitation at any time for any legally permissible reason.

Bids must be submitted in a sealed envelope with the solicitation number and the Offeror's name and address clearly indicated on the envelope. All Bids must be completed in ink or typewritten. Additional instructions for preparing your Bid are provided in the solicitation package.

Requests for additional information or clarification of requirements must be in writing and submitted to:

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

Deadline for submitting questions to PMGAA is December 12, 2018 by 5:00pm (Arizona Time). Responses to questions received will be issued in an addendum to the Invitation for Bid and posted at www.gatewayairport.com under the Business|Procurements & Notices section of the website. Offerors are responsible for checking the PMGAA website at www.gatewayairport.com, under the Business|Procurements & Notices section for any addendums that may be created for this solicitation and including any issued addenda in its submitted bid.

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 bid proposals.

There is no pre-bid meeting scheduled for this IFB.

Issue Date: December 5, 2018

2019-016-IFB

Invitation for Bid Table of Contents

Section	Page
Notice of Invitation for Bid	1
Table of Contents	2
Notice of Intent Form	3
Introduction	4
Section One – Information and Instructions	5
Section Two – Special Provisions and Specifications	10
Section Three – Standard Terms and Conditions	13
Attachment A – Offer Agreement	18
Attachment B – Offeror’s Bid	19
Attachment C – List of Subcontractors	21
Attachment D – Statutory Bid Bond	22
Attachment E – Insurance Requirements & Certificate of Insurability	23
Attachment F – Offeror’s Identification Statement	25
Attachment G – Non-collusive Bidding Certificate	28
Attachment H – Bid Specifications & North Economy Parking Lot Drawing, Base Bid	29
Attachment I – Bid Specifications & North Economy Parking Lot Drawing, Add Alternate No. 1 Bid	31

NOTICE OF INTENT TO BID
SOLICITATION NUMBER 2019-016-IFB
North Economy Parking Lot Covered Parking

Please fax or email this page upon receipt of solicitation package

Fax: (480) 988-2315

Email: mwhilden@gatewayairport.com

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

Offeror's Responsibilities:

- Offerors are responsible for checking PMGAA's website at www.gatewayairport.com, under the Business | Procurements & Notices section for any addendums that may be created for this solicitation.
- Offerors will submit responses in accordance with requirements stated in the solicitation.
- Offerors may not submit responses to a solicitation via email or fax.

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

.....
Date: _____

Name: _____

Company: _____

Telephone: _____

Email: _____

Yes, I intend to respond to this solicitation

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

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

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

Arizona Business Gazette

East Valley Tribune

PMGAA Web Site

Direct email

Industry Association: _____

Other: _____

Introduction

Purpose:

The purpose of this Phoenix-Mesa Gateway Airport Authority (PMGAA) document is to obtain bids for the purchase of materials and the installation of the structures to provide covered parking spaces at PMGAA's North Economy Parking Lot.

Background:

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

Section One

Offeror Information and Instructions

A. GENERAL INFORMATION ON SOLICITATION PROCESS

1. **Availability of Solicitation.** The solicitation package is available via the Internet at www.gatewayairport.com under the Business | Procurements & Notices section.
2. **Addendums.** If the PMGAA deems it necessary to amend the solicitation, an Addendum will be prepared in writing. Offerors are responsible for obtaining all addendums via the PMGAA website at www.gatewayairport.com under the Business | Procurements & Notices section or by other means. Any Addendums issued by the PMGAA are to be included in the bid, and will become a part of the contract. Offeror shall acknowledge receipt of each addendum by signing and returning the document, as part of the Offeror's submittal under this IFB, and by the specified due date and time of the IFB.
3. **Familiarization with Requirements.** It is the Offeror's responsibility to examine the entire solicitation package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due date and time.
4. **Cost of Bid Preparation.** PMGAA shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Bids, proposals and/or statements of qualifications submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
5. **Inquiries.**
 - a. **Contact Person.** Any inquiry related to a solicitation, including any requests for or inquiries regarding standards referenced in the solicitation should be directed to the staff member listed on the cover page of the solicitation. The Offeror shall not contact or direct inquiries concerning this solicitation to any other PMGAA employee unless the solicitation specifically identifies additional person(s) as a contact.
 - b. **Submission of Inquiries.** All inquiries, except those at the Pre-Bid Conference (if scheduled), shall be submitted in writing and/or electronic mail and shall refer to the appropriate solicitation number, page and paragraph. PMGAA shall consider the relevancy of the inquiry but is not required to respond in writing. All questions must be submitted by the date and time specified in this RFQ for PMGAA to consider its relevancy.
 - c. **Verbal Responses.** Oral interpretations or clarifications will be without legal effect. An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
6. **Offer and Acceptance Period.** Unless specified differently in Section Two, all bids submitted shall remain valid and irrevocable for thirty-five (35) days after the opening time and date of bids.
7. **Public Record.** All bids submitted in response to this solicitation shall become the property of PMGAA, shall not be returned to Offeror and shall become a matter of public record available for review subsequent to the contract award. Please review PMGAA's complete "Public Access to Procurement Information" contained in PMGAA's Procurement Policy that is available under the Policies, Documents and Forms link at: <http://www.gatewayairport.com/policiesdocumentsandforms>.

8. **Solicitation Results.** Bid results are not provided in response to telephone inquiries. A tabulation of responses received is on file at PMGAA and available for review after a contract is awarded.
9. **Debarment/Suspended.** By submitting a bid, Offeror certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this solicitation by any Federal department or agency.
10. **Protest of Solicitation or Specifications (Before Bid Opening).**
 - a. Any interested person aggrieved in connection with the solicitation of a contract shall protest irregularities in the IFB, RFP, or RFQ within three business days from the date the protester knew or should have known of the basis for the protest and, in any case, at least five business days before opening bids or proposals.
 - b. All protests must be made in writing to the Purchasing Director / Chief Financial Officer. Each protest must state the specific factual and legal grounds on which the protest is based. The protester must also include with the protest all pertinent documents and all supporting evidence. PMGAA need not accept any protest that fails to comply with the requirements of this section. The protester's failure to timely protest specifications or other solicitation terms and conditions constitutes a waiver of the protest.
 - c. If a timely protest before bid opening is made, PMGAA may proceed with the solicitation or with the award of the contract unless the Purchasing Director / Chief Financial Officer determines in writing that the protest should be sustained or that an addendum addressing the protest should be issued.
11. **Protest of Award Recommendation.**
 - a. A protest made after the deadline for bids or proposals, including challenges to the evaluation committee, must be submitted in writing to the Purchasing Director / Chief Financial Officer.
 - b. A protest must be received by the Purchasing Director / Chief Financial Officer within five business days following public posting of PMGAA's award recommendation. The formal protest must contain the following information.
 - i. PMGAA's solicitation identification number and title.
 - ii. Name and address of the protester, the title or position of the person submitting the protest, and a statement that the protest has been authorized by the protester and the protest is made in good faith.
 - iii. A statement of all facts alleged and all rules, regulations, statutes, or constitutional provisions that entitles the protester to relief.
 - iv. All other information, documents, materials, legal authority, and evidence in support of the protest.
 - v. A statement indicating the precise relief sought by the protester.
 - c. The Purchasing Director / Chief Financial Officer will make a written decision on the protest within ten business days after it is received.
 - d. The Protester may appeal the Purchasing Director's / Chief Financial Officer's decision to the Executive Director. Any appeal must be filed with the Executive Director within three business days after the protester receives the Purchasing Director's / Chief Financial Officer's decision.

- e. The Executive Director may hear the appeal or appoint an independent hearing officer to do so. If a hearing officer is appointed, the hearing officer shall conduct an informal hearing on the appeal within 10 business days from receipt of the appeal. The hearing officer shall promptly prepare an informal decision and recommendation on the appeal for the Executive Director's consideration. The hearing officer shall promptly serve the recommendation on the protester.
 - f. Upon receipt of the hearing officer's recommendation, or if no hearing officer is appointed, the Executive Director shall decide any protest for a solicitation valued at less than \$50,000. For solicitations valued less than \$50,000 or sustained protests, the Executive Director's decision is final. For solicitations valued over \$50,000 and the Executive Director is recommending denial of the protest, the Executive Director shall make a recommendation to the Board, and the Board shall make the final decision regarding award of the contract.
 - g. Notice of the Board's final decision must be furnished to the protesting party, in writing, by the Purchasing Director / Chief Financial Officer.
12. **Legal Remedies.** All claims and controversies shall be subject to the current PMGAA Procurement Policy.
13. **Special Provisions.** Wherever special provisions are written into the Special Provisions and Specifications (Section Two), which are in conflict with conditions stated in these Information and Instructions to Offerors, the provisions stated in the Special Provisions and Specifications, shall take precedence.
14. **Certification.** By submitting a bid, proposal or statement of qualifications, Offeror certifies:
- a. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. Section 31-1461, et. seq.
 - b. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this solicitation.
15. **Title VI Solicitation Notice.** The Phoenix-Mesa Gateway Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Offerors or offerors that it will affirmatively ensure that any contract entered into pursuant to this solicitation, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
16. **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 Offeror has full responsibility to monitor compliance to the referenced statute or regulation. The Offeror must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division
17. **Occupational Safety and Health Act of 1970.** All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and

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

B. BID PREPARATION AND SUBMITTAL

1. Bid Preparation.

- a. Forms. All bids shall be submitted on the forms provided in this solicitation. It is permissible to copy these forms if required.
- b. No Facsimile or Electronic Mail Bids. Bids may not be submitted via facsimile or electronically. Facsimiles or electronic mail bids shall not be considered.
- c. Typed or Ink Corrections. The bid shall be typed or in ink. The person signing the bid shall initial erasures, interlineations or other modifications in the bid in ink.
- d. Signature. The person authorized to sign the bid shall submit the Offer and Acceptance page with an original ink signature.
- e. Confidential, Trade Secret and Proprietary Information. Requests for nondisclosure of information deemed Confidential, Trade Secret, and/or Proprietary must be made in accordance with PMGAA's Procurement Policy. Please review PMGAA's complete "Public Access to Procurement Information" contained in PMGAA's Procurement Policy that is available under the Policies, Documents and Forms link at:
<http://www.gatewayairport.com/policiesdocumentsandforms>.

2. Bid Submittal.

- a. Submission Package. One (1) original and the specified number of copies of the bid (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, "BID" and the name and address of the Offeror.
- b. Late Bids. Late bids shall be rejected and returned to the Offeror.
- c. No Modifications. Modifications shall not be permitted after bids have been opened except as otherwise provided under applicable law, such as a specific request by PMGAA such as a requested Best and Final Offer (BAFO). All modifications shall be made in writing and executed and submitted in the same form and manner as the original bid.
- d. Withdrawal of Bid. Bids may be withdrawn at any time prior to the specified bid due date and time. An Offeror (or authorized representative) may withdraw the response by notifying the designated contact for this solicitation in writing on company letterhead. Facsimiles or other electronic format withdrawals shall not be considered.

3. Bid Evaluation.

- a. Conformance to IFB. Each received bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB and to ensure that the bid is fully responsive to the specifications listed.

- b. Disqualification. An Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its bid rejected.
- c. Clarifications. PMGAA reserves the right to obtain Offeror clarifications where necessary to arrive at full and complete understanding of Offeror's product, service and/or solicitation response. Clarification means a communication with an Offeror for the sole purpose of eliminating ambiguities in the bid and does not give Offeror an opportunity to revise or modify its bid.
- d. Response Rejection. Submission of additional terms, conditions and/or agreements with the bid may result in bid rejection.

4. Award of Contract.

- a. Rights of PMGAA. The PMGAA reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the PMGAA. PMGAA may reject any or all bids, waive any minor informality in bids received or reject any alternate bid(s) and reserves the right to reject the bid(s) of any Offeror who has previously failed to perform competently in any contract with the PMGAA.
- b. Selection. The contract shall be awarded as outlined in Section Two of this IFB.
- c. Contract. A response to a solicitation is an offer to contract with PMGAA based upon the terms, conditions, and specifications contained in the solicitation. Bids do not become contracts until the PMGAA Board of Directors or the PMGAA Executive Director executes them. The selected successful Offeror will be required to execute a Construction Contract which will include by reference 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.
- d. Standard Terms and Conditions. Offeror acknowledges that, by virtue of submitting a response to this IFB, Offeror agrees all Standard Terms and Conditions, as stated in Section III of this IFB, 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.

C. BID OPENING

Bids will be opened on the due date and time specified in the IFB and at the Airport Administration Offices located at: 5835 S. Sossaman Road, Mesa, Arizona, 85212.

Section Two

Special Provisions and Specifications

A. INFORMATION SPECIFIC TO THIS SOLICITATION

1. Scope of Work – Base Bid, Schedule I

The purpose of this project is to provide the North Economy Parking Lot with 176 covered parking spaces, of which 8 are handicapped spaces with loading zones. The work will include engineering, fabricating, and installing the covered parking shelters per the Engineer's and Manufacturer's recommendations. It is intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the Contract.

2. Scope of Work – Add Alternate No. 1 Bid, Schedule II

The purpose of this project is to provide the North Economy Parking Lot with 23 covered parking spaces. The work will include engineering, fabricating, and installing the covered parking shelters per the Engineer's and Manufacturer's recommendations. It is intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the Contract.

3. Bids to Remain Open

Offeror shall guarantee the total bid price (Attachments B & C) for a period of **thirty-five (35)** calendar days from the date of Bid Opening to Notice of Award.

4. Military Reuse Zone (MRZ)

PMGAA has been certified by the State of Arizona as an eligible entity providing aviation services in a designated Military Reuse Zone (MRZ). As a result, construction-type improvements within the MRZ are eligible for exemption from State Transaction Privilege Taxes (sales taxes).

This project lies within a designated State of Arizona Military Reuse Zone. PMGAA, with the assistance of the successful Offeror, shall apply for any and all applicable benefits. If PMGAA is deemed eligible, Offeror shall then apply for a Letter of Qualification for MRZ Transaction Privilege Tax Exemption from the Arizona Department of Revenue (ADOR) in a timely manner. PMGAA will issue Notice to Proceed only after such letter has been sent by Offeror to ADOR.

Within thirty (30) days of release of Retention by PMGAA to Offeror, Offeror must submit a Completion Report to the Arizona Commerce Authority, or as required by the program, to secure the tax exemption.

If Offeror fails to file any reports as required, after PMGAA has been deemed eligible under the MRZ program, Offeror will be obligated to pay any and all taxes, not PMGAA.

Submitted bid prices are to include any and all local and state sales taxes, irrespective of any potential tax credits as outlined above. Applicable sales taxes are to be applied to the submitted bid in accordance with the Bid form (Attachment B) included within the IFB.

5. Insurance

Within ten days of bid award by PMGAA's Board of Directors, the successful Offeror shall furnish proof of insurance in the amounts listed in Attachment E, Insurance Requirements & Certificate of Insurability. No work by Offeror shall commence until PMGAA has received and reviewed proof of insurance from Offeror. If Offeror does not provide required proof of insurance within 10 days, PMGAA shall reject Offeror's bid submittal.

6. Bond

Offeror must submit a Statutory Bid Bond with Offeror's bid submittal in compliance with Attachment D.

7. Basis of Bid

- a. The Bid price shall include such amounts, as the Offeror deems proper for overhead, profit, bond and insurance on the cash allowance bid item, if any, named in the IFB.
- b. The Offeror must bid the Base Bid and all Add Alternate Bids (Attachment B). PMGAA reserves the right to award the contract based on the lowest responsible total Bid for either the Base Bid or the Base Bid plus the Additive Alternate Bid, if any. Applicable sales taxes are to be calculated after a subtotal of all unit price items, as shown on Attachment B.

8. Bid Submittal

Sealed bids must be in the possession of PMGAA and stamped by PMGAA staff member on or prior to the exact time and date indicated. Late bids, bids with insufficient postage, and bids not signed in the appropriate place(s) Offer section, will not be considered under any circumstances. Bids must be submitted in a sealed envelope. The project title, solicitation number, Offeror's name and address should be clearly indicated on the envelope. All bids must be completed in ink or typewritten and submitted by the time and date indicated in this IFB.

Offerors shall include all attachments of the Invitation for Bid and ensure the following items are addressed in their submittal package and in this order:

- Attachment A: Offer Agreement
- Attachment B: Offeror's Bid
- Attachment C: List of Subcontractors
- Attachment D: Statutory Bid Bond
- Attachment E: Insurance Requirements & Certificate of Insurability
- Attachment F: Offeror's Identification Statement
- Attachment G: Non-collusive Bidding Certificate
- Any Addenda issued by PMGAA, signed by Offeror

9. Award Criteria

- a. PMGAA reserves the right to reject any or all bids, including without limitation, nonconforming, non-responsive, unbalanced, or conditional bids. PMGAA further reserves the right to reject the bid of any Offeror whom it finds, after reasonable inquiry and evaluation, to be non-responsible. PMGAA may also reject the bid of any Offeror if PMGAA believes that it would not be in the best interest of the Project to make an award to that Offeror. PMGAA also reserves the right to waive all informalities not involving price, time, or changes in the work and to negotiate contract terms with the Successful Offeror.
- b. More than one bid for the same work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Offeror

has an interest in more than one bid for the work may be cause for disqualification of that Offeror and the rejection of all bids in which that Offeror has an interest.

- c. In evaluating bids, PMGAA will consider whether or not the bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in Attachment B or prior to the Notice of Award.
- d. In evaluating Offerors, PMGAA will consider the qualifications of Offerors and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted.
- e. PMGAA may conduct such investigations as PMGAA deems necessary to establish the responsibility, qualifications, and financial ability of Offerors, proposed Subcontractors, Suppliers, individuals, or entities to perform the work in accordance with the Contract Documents.
- f. If the Contract is to be awarded, PMGAA will award the Contract to the Offeror whose bid is the lowest responsive and responsible total bid of the bid schedules or any combination PMGAA deems fit and is in the best interests of the Project. The award of contract will be based on the lowest responsive and responsible bid.
- g. PMGAA reserves the right to negotiate changes with the low bidder in the scope of project, extent of the work, or to increase or decrease the size of the project, if so desired, all to the best interest of PMGAA, prior to award of the contract.

10. Definitions

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

Section Three

Standard Terms and Conditions

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

2. **Dispute Resolution.**
 - a. **Negotiations.** If a dispute arises out of or relates to this Contract or its breach, the parties to this Contract shall endeavor to settle the dispute through direct discussions as a condition precedent to mediation or binding dispute resolution.
 - b. **Mediation.** Should the parties to this Contract be unable to resolve their dispute through direct negotiations, the parties to this Contract, upon the written request of either, shall engage in mediation, to be administered privately by a mediator and according to rules mutually agreed upon by the parties to this Contract, or, the absence of such mutual agreement, by a mediator appointed by JAMS and administered by JAMS in accordance with its then-current mediation rules. The fees and costs of mediation shall be split equally by the parties to this Contract, but subject to reallocation following binding dispute resolution.
 - c. **Binding Dispute Resolution.** Should the parties to this Contract be unable to resolve their dispute through direct negotiations or mediation, either party may, within the time limitations for bringing claims under Arizona law and this Contract, commence formal dispute resolution proceedings. Both parties to this Contract consent to binding arbitration administered by JAMS according to its then current arbitration rules, provided, however, that (i) in the event both parties agree, the arbitration may be administered privately by an arbitrator and according to rules mutually agreed upon by the parties to this Contract, and (ii) in the event any party seeks relief against the other party or against a non-party which cannot fully be granted in arbitration, by reason of non-joinder or otherwise, the parties to this Contract are excused from this arbitration requirement and the parties to this Contract shall proceed in the state or federal courts of competent jurisdiction and located in Maricopa County, Arizona. In any arbitration or litigation, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs as determined by the arbitrator or court as applicable.

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

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

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

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

7. **Americans with Disabilities Act.** Offeror shall comply with all applicable provisions of the *Americans with Disabilities Act* (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the *Act*.
8. **Confidentiality of Records.** Offeror shall establish and maintain procedures and controls that are acceptable to PMGAA for the purpose of assuring that no information contained in its records or obtained from PMGAA or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under this Contract. Persons requesting such information should be referred to PMGAA. Offeror also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Offeror as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by PMGAA.
9. **Shipment under Reservation Prohibited.** Offeror is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the cancellation clause set forth within this Contract.
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, and PMGAA and Offeror shall have, all remedies afforded each by the *Uniform Commercial Code*, as adopted in the state of Arizona, except as otherwise provided in this Contract or in laws pertaining specifically to PMGAA. This Contract shall be governed by the laws of the state of Arizona, and suits pertaining to this Contract shall be brought only in federal or state courts in the state of Arizona.
12. **Contract.** This Contract is based on and the result of a negotiated Scope of Work and Proposal, Bid or Statement of Qualifications submitted by Offeror under this RFP, IFB or RFQ. 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 his/her 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 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. **Assignment and Subcontracts.** Offeror shall not assign any rights or interest nor enter into any subcontract with any other party to furnish any of the materials, goods or services specified herein without the prior written permission of PMGAA. PMGAA may, at its sole discretion, accept or reject proposed subcontractors or assignment. PMGAA shall notify Offeror of its acceptance or rejection within forty-five (45) days or written request by Offeror. All subcontracts shall comply with federal and state laws and regulations applicable to the materials, goods or services covered by the subcontract and shall include all the terms and conditions set forth herein, which shall apply with equal force to the subcontract, as if the subcontractor were the Offeror referred to herein. Offeror is responsible for Contract performance whether subcontractors are used.
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. **Overcharges by Antitrust Violations.** PMGAA maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, Offeror hereby assigns to PMGAA any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
23. **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.
24. **Advertising.** Offeror shall not advertise or publish information concerning this Contract without prior written consent of PMGAA.
25. **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.
26. **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.

27. **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.
28. **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.
29. **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.
30. **No Replacement of Defective Tender.** Every tender of materials must fully conform to all provisions of this Contract. If Offeror tenders a material or service that does not fully conform, PMGAA may terminate this Contract.
31. **Default in One Installment to Constitute Total Breach.** Offeror shall deliver conforming materials and services in each installment or lot of this Contract. Offeror may not substitute nonconforming materials or services. Delivery of nonconforming materials or a default of any nature, at the option of PMGAA, will constitute breach of the Contract as a whole.
32. **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.
33. **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.
34. **Subsequent Employment.** PMGAA may cancel this Contract without penalty or further obligation in accordance with A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of the PMGAA is or becomes, at any time while the Contract or any extension of the contract is in effect, an employee of, or a contractor to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when the parties to this Contract receive written notice from PMGAA, unless the notice specifies a later time.
35. **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.
36. **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.

37. **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.
38. **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 Offer Agreement

The undersigned Offeror proposes and agrees, if this Bid is accepted, to enter into a Construction Contract with PMGAA to perform all work as specified or indicated in the Contract for the prices and within the times indicated in the Contract and in accordance with the other terms and conditions of the IFB Document.

Offeror accepts all of the terms and conditions of the Advertisement or Invitation for Bid. The Bid will remain subject to acceptance for thirty-five (35) days after the Bid opening, or for such longer period of time that Offeror may agree to in writing upon request of PMGAA.

In submitting this bid, Offeror represents that:

- A. Offeror has examined and carefully studied all information contained in the IFB and any Addenda issued by PMGAA.
- B. Offeror is familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the work.
- C. Offeror is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the work.
- G. Offeror is aware of the general nature of work to be performed by PMGAA and others at the Site that relates to the Work as indicated in the IFB Document.
- I. Offeror has given PMGAA written notice of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in the IFB Document, and the written resolution thereof by PMGAA is acceptable to Offeror.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this bid is submitted.

Company Name: _____

Contractor's License Number (if applicable): _____

Person Authorized to Sign

Date

Printed Name

Title

Attachment B
Offeror's Bid

Offeror will complete the work in accordance with the Contract Documents for the following price(s):

CONTRACTOR NAME: _____

NORTH ECONOMY COVERED PARKING – BASE BID (SCHEDULE I)						
LINE NO.	ITEM NO.	DESCRIPTION	APPROX. QTY.	UNIT	UNIT* PRICE	AMOUNT
1	ENG-1	Engineering	1	LS		
2	CP-1	T Style Covered Parking Structure	3	EA		
3	CP-2	Full Cantilever Covered Parking Structure	2	EA		
4	LH-1	Haul off excess materials	1	LS		
5	SP-1	Safety and Security	1	LS		
6	SUBTOTAL AMOUNT OF SCHEDULE I ITEMS 1 THRU 5 INCLUSIVE				\$	
7	Applicable Sales Tax - As the work described within this Invitation For Bids takes place in the State of Arizona, the County of Maricopa and the City of Mesa, the applicable sales tax rate is:				5.2325%	
8	Applicable Sales Tax (Line 6 x Line 7)				\$	
9	TOTAL AMOUNT OF SCHEDULE I (LINE 6 + LINE 8)				\$	
<p align="center"> \$ _____ 100 Dollars Schedule I Written in Words <i>*All Unit Prices shall be exclusive of any and all sales taxes.</i> </p>						

CONTRACTOR NAME: _____

NORTH ECONOMY COVERED PARKING – ADD ALT No. 1 (SCHEDULE II)						
LINE NO.	ITEM NO.	DESCRIPTION	APPROX. QTY.	UNIT	UNIT* PRICE	AMOUNT
10	ENG-2	Engineering	1	LS		
11	CP-3	Full Cantilever Covered Parking Structure	1	EA		
12	LH-2	Haul off excess materials	1	LS		
13	SP-2	Safety and Security	1	LS		
14	SUBTOTAL AMOUNT OF (ADD ALT No. 1) SCHEDULE II ITEMS 10 THRU 13 INCLUSIVE					\$
15	Applicable Sales Tax - As the work described within this Invitation For Bids takes place in the State of Arizona, the County of Maricopa and the City of Mesa, the applicable sales tax rate is:				5.2325%	
16	Applicable Sales Tax (Line 14 x Line 15)					\$
17	TOTAL AMOUNT OF (ADD ALT No. 1) SCHEDULE II (LINE 14 + LINE 16)					\$
<p>TOTAL AMOUNT OF (BASE BID) + (ADD. ALT I), SCHEDULES I + II (LINE 9 + 17) \$</p> <p>\$ _____ 100 Dollars</p> <p>Base Bid and Additive Alternate No. 1 Written in Words</p> <p><i>*All Unit Prices shall be exclusive of any and all sales taxes.</i></p>						

Attachment C
List of Subcontractors

This list shall be properly and legibly prepared and submitted with Offeror's bid proposal. Failure to provide complete and accurate information shall constitute reason for rejection of bid proposal. Subcontractors not named herein may not be employed on the project without the express written permission of PMGAA. PMGAA reserves the right to require additional Qualification Statements to be submitted for verification of subcontractor eligibility.

SUBCONTRACT TYPE	SUBCONTRACTOR NAME	SUBCONTRACTOR ADDRESS	SUBCONTRACTOR LICENSE NO.
<i>Example:</i>			
Paving	Joe's Paving, Inc.	1234 Maint St. Mesa, AZ	C-11075555

Attachment D
Statutory Bid Bond

KNOW ALL MEN BY THESE PRESENTS:

That, _____, (hereinafter called the Principal), as Principal, and _____, a corporation duly organized under the laws of the State of _____, with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto Phoenix-Mesa Gateway Airport Authority, Maricopa County, Arizona (hereinafter called the Obligee), in the penal sum of **Ten Percent (10%)** of the total amount of Principal's bid in lawful money of the United States of America, for the payment of which the Principal and Surety bind themselves and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligee advertised for bids to construct the following projects under **Authority Project No. 996, Authority Solicitation No. 2019-016-IFB, North Economy Parking Lot Covered Parking**, and the Principal submitted a bid/proposal to construct the improvements,

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Obligee accepts the proposal of the Principal and the Principal enters into a contract with the Obligee in accordance with the terms of the proposal and gives the bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of § 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Witness our hands this _____ day of _____, 2018.

AGENCY OF RECORD, STATE OF ARIZONA

PRINCIPAL

BY:

AGENCY ADDRESS

TITLE

SURETY

BY:

TITLE:

BOND NUMBER: _____

ATTACH SURETY POWER OF ATTORNEY

Attachment E

Insurance Requirements & Certificate of Insurability

During the term of this Contract, Offeror shall maintain in full force at its own expense, each insurance noted below normally associated with the services covered by this Contract:

GENERAL LIABILITY Required by PMGAA Not required by PMGAA

General liability insurance with limits no less than **\$1,000,000** per occurrence and **\$1,000,000** general aggregate for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract. Any supplementary payments, including defense costs, shall be in addition to the policy limits. It shall provide that the Phoenix-Mesa Gateway Airport Authority, its agents, officials, officers and employees are Additional Insureds but only with respect to the Offeror's services to be provided under this Contract.

AUTOMOBILE LIABILITY Required by PMGAA Not required by PMGAA

Automobile liability insurance with a combined single limit, or the equivalent, of not less than
 \$200,000 \$500,000 \$1,000,000 \$5,000,000
 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable. Proof of coverage is required. All vehicles used by Offeror on PMGAA property shall carry appropriate proof of insurance.

PROFESSIONAL LIABILITY Required by PMGAA Not required by PMGAA

Professional liability insurance with limits no less than **\$1,000,000** for each claim, incident or occurrence and **\$2,000,000** general aggregate. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. Only a certificate is required.

WORKERS' COMPENSATION. Required by PMGAA

The Offeror shall maintain Workers' Compensation insurance with statutory limits as required by the State of Arizona and Employer's Liability insurance in the amount of *One Million Dollars (\$1,000,000)*. The policy shall contain a waiver of subrogation in favor of the PMGAA.

POLLUTION LEGAL LIABILITY Required by PMGAA Not required by PMGAA

Pollution Legal Liability insurance with a combined single limit, or the equivalent, of not less than
 \$200,000 \$500,000 \$1,000,000 \$2,000,000
 for each event. A certificate is required.

EXCESS LIABILITY (Umbrella). Required by PMGAA Not required by PMGAA

No less than \$5,000,000 per occurrence / \$5,000,000 policy aggregate extending coverage over the General Liability, Auto Liability and Employer's Liability policies.

CERTIFICATES OF INSURANCE AND ENDORSEMENTS.

Check one or both if insurance is required: Certificate Required
 Endorsement Required

As evidence of the insurance coverages required by this IFB/Contract, the Offeror shall furnish acceptable insurance certificates and endorsements to PMGAA prior to commencement of any work under this Contract. For work performed under this Contract, the insuring company's certificates and endorsements shall be endorsed to include the following additional insured language: "The Phoenix-Mesa Gateway Airport Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Offeror." If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the PMGAA. The Offeror shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

NOTICE OF CANCELLATION OR CHANGE.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days' written notice from the Offeror or its insurer(s) to PMGAA.

Offeror hereby certifies that as an Offeror for this project, Offeror is fully aware of the insurance requirements for the Offeror and that by submitting this bid proposal, assures PMGAA that Offeror is able to produce the required minimum insurance coverage should Offeror be selected to be the successful bidder.

Should Offeror be selected to be the successful bidder and then become unable to produce the insurance coverage prior to the award of the project, Offeror understands that its bid will be rejected, and that Offeror will forfeit its bid bond.

Signature of Offeror

Date

Title

Attachment F
Offeror's Identification Statement

If Offeror is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)

(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ Facsimile No.: _____

A Partnership

Partnership Name: _____ (SEAL)

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: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Attest _____

(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ Facsimile No.: _____

Date of Qualification to do business is _____.

A Joint Venture

Joint Venture Name: _____ (SEAL)

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: _____ (SEAL)

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.)

**CERTIFIED COPY OF RESOLUTION OF
BOARD OF DIRECTORS OF**

(Name of Corporation)

RESOLVED that _____,
(Person Authorized to Sign) (Title)

of _____ be authorized to sign and submit the Bid

of _____
(Name of Corporation)

proposal of this corporation for the following projects:

North Economy Parking Lot Covered Parking, Project No. 996

The foregoing is a true and correct copy of the resolution adopted by _____
_____ at the meeting of its Board of Directors held on the _____ day of _____, 2018.

By: _____

Title: _____

(SEAL)

Attachment G
Non-Collusive Bidding Certification

STATE OF)
) ss
COUNTY OF)

I, _____ of the City of _____, in the County of _____
_____ and the State of _____, of full age, being duly sworn
according to the law on my oath depose and say that:

I am _____, (name) a _____
(Title, Position, Etc.) of the firm of _____, the Offeror
making the bid for the proposed project as described in this set of contract documents, and that I executed the said Bid
with full authority so to do; that said Offeror as not, directly or indirectly, entered into any agreement, participated in
any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above name
Project; and that all statements contained in said Bid and in this affidavit are true and correct, and made with full
knowledge that PMGAA relies upon the truth of the statements contained in said Bid and in the statements contained
in this affidavit is awarding the Contract for the said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such
Contract upon an agreement of understanding, for commission, percentage, brokerage or contingent fee, except bona
fide employees or bona fide established commercial or selling agencies maintained by:

Signature of Offeror

Printed or Typed Name of Offeror

Seal if Corporation

Sworn to before me this ____ day of _____, 2018, in the County of _____
_____, State of _____.

Attachment H

Bid Specifications & North Economy Parking Lot Drawing – Base Bid

ENG – 1. Engineering

This item is to include all engineering to include but not limited to, stamped structural plans for the steel structures and support post piers with vertically embedded steel I-beam post filled with a minimum 2,500 PSI concrete.

CP – 1. T-Style Covered Parking Structure

This item is to include all materials, labor, equipment, tools, transportation and supplies required to construct and install the T-Style covered parking structure. The structure will be built per the stamped engineering plans provided by the proposer. The structure will be designed to cover an area that is 36 feet wide by 200 feet long.

CP – 2. Full Cantilever Parking Structure

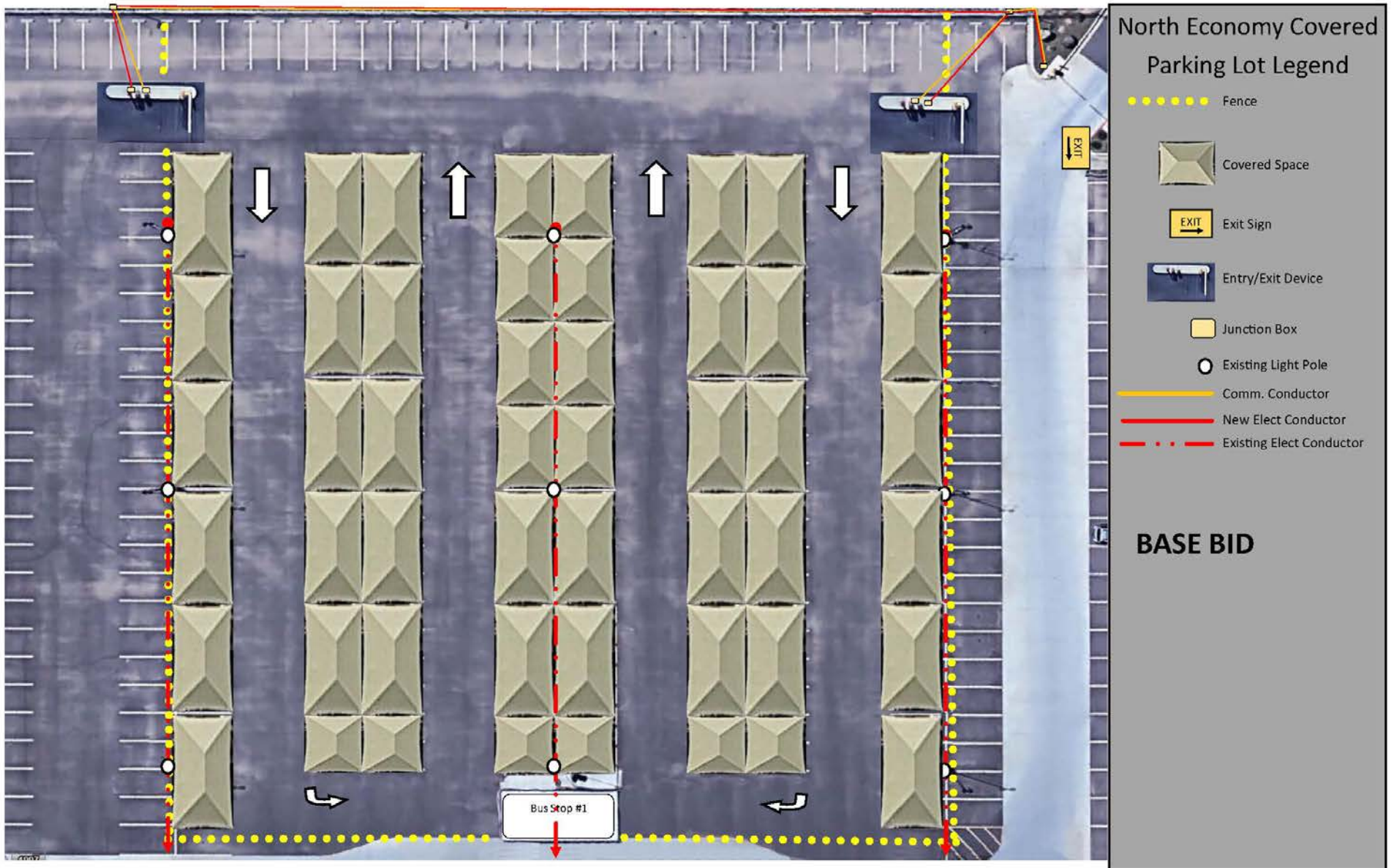
This item is to include all materials, labor, equipment, tools, transportation and supplies required to construct and install the full cantilever covered parking structure. The structure will be built per the stamped engineering plans provided by the proposer. The structure will be designed to cover an area that is 18 feet wide by 220 feet long.

LH – 1. Haul Off Excess Materials

This item is to include all materials, labor, equipment, tools, transportation and supplies required to remove, haul off and dispose of all spoils, asphalt, and any other debris as a result of the contractors work onsite.

SP – 1. Safety and Security

This item is to include all materials, labor, equipment, tools, transportation and supplies required to stay within all OSHA requirements as well as barricades around the work and staging area.



Attachment I

Bid Specifications & North Economy Parking Lot Drawing – Add Alternate No. 1 Bid

ENG – 2. Engineering

This item is to include all engineering to include but not limited to, stamped structural plans for the steel structures and support post piers with vertically embedded steel I-beam post filled with a minimum 2,500 PSI concrete.

CP – 3. Full Cantilever Covered Parking Structure

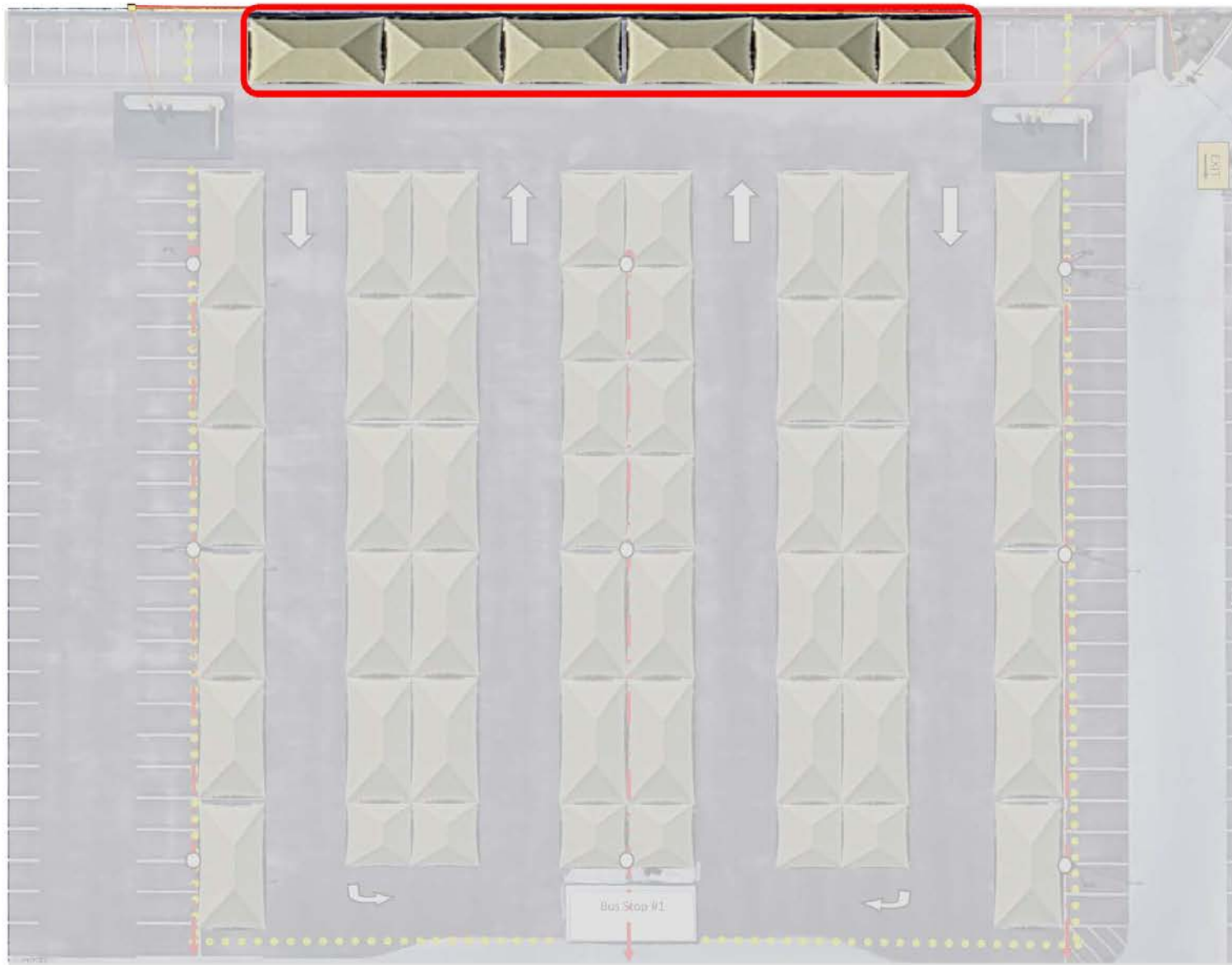
This item is to include all materials, labor, equipment, tools, transportation and supplies required to construct and install the full cantilever covered parking structure. The structure will be built per the stamped engineering plans provided by the proposer. The structure will be designed to cover an area that is 18 feet wide by 210 feet long.

LH – 2. Haul Off Excess Materials









This item is to include all materials, labor, equipment, tools, transportation and supplies required to remove, haul off and dispose of all spoils, asphalt, and any other debris as a result of the contractors work onsite.

SP – 2. Safety and Security

This item is to include all materials, labor, equipment, tools, transportation and supplies required to stay within all OSHA requirements as well as barricades around the work and staging area.



North Economy Covered Parking Lot Legend

- Fence
-  Covered Space
-  Exit Sign
-  Entry/Exit Device
-  Junction Box
-  Existing Light Pole
-  Comm. Conductor
-  New Elect Conductor
-  Existing Elect Conductor

ADD ALTERNATE