

REQUEST FOR QUALIFICATIONS (RFQ)

TAXIWAY GOLF REALIGNMENT/RECONSTRUCTION**MESA GATEWAY AIRPORT AUTHORITY**

Issue date: December 3, 2025

Dates & times are subject to change

RFQ INFORMATION	
SOLICITATION 2026-005-RFQ	
Contact	Marian Whilden, Procurement Officer
Email Address	mwhilden@gatewayairport.com
Pre-Submittal Meeting	Date: December 16, 2025 Time: 1:30 PM (AZ Time) Location: Mesa Gateway Airport Authority Administration Building 5835 S. Sossaman Road Mesa, AZ 85212
Site Tour	There is no site tour for this solicitation
RFQ Submittal Mailing/Delivery Address	5835 S. Sossaman Road Mesa, Az 85212
Due Date for Questions and Clarifications	January 5, 2026, by 1:00 PM (MST)
*RFQ Submittal Due Date	January 13, 2026, by 2:00 PM (MST)
Interviews	Interviews will not be conducted under this solicitation.

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

Request for Qualifications

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Public Record Notice

All submittals in response to this solicitation shall become the property of Mesa Gateway Airport Authority (“MGAA”), 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 MGAA’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 MGAA’s complete “Public Access to Procurement Information” contained in MGAA’s Procurement Policy that is available under the Policies, Documents and Forms link at:

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

MGAA 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

- ☐ **Tabs A through H**
 - ☐ Requested Submittal Information

- ☐ **Tab I**
 - ☐ Attachment A, Standard Certifications
 - ☐ Attachment B, Buy American Preference Certification
 - ☐ Attachment C, Tax Delinquency and Felony Conviction Certification
 - ☐ Attachment D, Debarment and Suspension Certification
 - ☐ Attachment E, DBE Requirements Certification
 - ☐ Attachment F, Contractor License & Identity Information
 - ☐ Attachment G, Required Offeror Information
 - ☐ Attachment H, Authorization for Release of Performance Information and Waiver
 - ☐ Attachment I, Certificate of Insurability
 - ☐ Attachment J, Contract Documents Review Statement
 - ☐ Resumes

- ☐ **Tab J**
 - ☐ Attachment K, Addenda Acknowledgement (if issued, check website)

- ☐ Six (6) complete copies of Offeror's submittal
- ☐ One (1) electronic copy of Offeror's submittal

**REQUEST FOR QUALIFICATIONS
SOLICITATION #2026-005-RFQ FOR
a CMAR FOR THE TAXIWAY GOLF REALIGNMENT/RECONSTRUCTION**

SUBMITTAL COVER SHEET

Name of Offeror: _____

Principal Address: _____

SAMS Unique Entity ID#: _____

Primary Point of Contact: _____

Cell/Direct 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

A. GENERAL INFORMATION ON SOLICITATION PROCESS

1. **Availability of Solicitation.** The solicitation package is available on MGAA's website (www.gatweayairport.com) under the [Current Solicitations](#) section under the Business | Procurements, Vendors & Surplus Property section.
2. **Addenda.** If MGAA deems it necessary to amend the solicitation, an Addendum will be prepared in writing and posted to MGAA's website. Offerors are responsible for obtaining all addenda via MGAA's website within the relevant solicitation in the [Current Solicitations](#) section under the Business | Procurements, Vendors & Surplus Property section or by other means. Any Addenda issued by MGAA will become a part of the RFQ. Offeror shall acknowledge receipt of each addendum by completing Attachment K 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 MGAA rules, regulations and policies.
4. **Cost of Submittal Preparation.** MGAA 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 MGAA employee unless the solicitation specifically identifies additional person(s) as a contact.
 - b. Submission of Inquiries. All inquiries shall be submitted to the staff member listed on the cover page of the solicitation, via electronic mail, and shall refer to the appropriate solicitation number, page and paragraph. MGAA 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 MGAA to consider its relevancy.
 - c. Oral Responses. Oral interpretations or clarifications will be without legal effect. An Offeror shall not rely on oral responses to inquiries. An oral reply to an inquiry does not constitute a modification of the solicitation.
6. **Solicitation Results.** Results are not provided in response to telephone inquiries. A list of Offerors that submitted a statement of qualifications will be published on MGAA's website under the relevant solicitation within the [Current Solicitations](#) section.
7. **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. MGAA 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, MGAA 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.
8. **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 MGAA's award recommendation. The formal protest must contain the following information.
 - i. MGAA'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.
9. **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.

10. **Conduct.** All submissions and Offeror conduct must comply with applicable MGAA policies, rules and procedures. Direct contact with MGAA Board of Directors and/or MGAA 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 MGAA Board of Directors, and/or MGAA staff or representatives may be cause for rejection of SOQs.
11. **Cancellation of RFQ.** MGAA may cancel this RFQ at any time.
12. **Title VI Solicitation Notice.** The Mesa Gateway Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award.
13. **Disadvantaged Business Enterprise.** The requirements of 49 CFR Part 26 apply to this contract. It is the policy of MGAA to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. MGAA 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 MGAA's Procurement Policy. Please review MGAA's complete "Public Access to Procurement Information" contained in MGAA'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. 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 not be considered.
 - 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 MGAA 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. MGAA 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 J with respect to specific requests related to the Contract Documents (Exhibit 1), 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 J may result in rejection.

4. Award of Contract.

- a. Rights of MGAA. MGAA reserves the right to award to whichever Offeror(s) is deemed most advantageous to MGAA. MGAA 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 MGAA.
- 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.
- 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, are included, by reference herein, in the resultant contract(s) as a result of this solicitation.
- e. Construction Manager At Risk Contract, Pre-Construction Services Contract. The selected Offeror(s) will be required to sign MGAA's Construction Manager At Risk Pre-Construction Services Contract and/or a Construction Services Contract for the services specified in this RFQ (see Exhibit TBD). Both contracts will include by reference this solicitation.

Following evaluation and scoring of SOQs, MGAA will enter into negotiations with the top-ranked CMAR firm. If MGAA is unable to reach a satisfactory agreement, it may terminate negotiations and initiate negotiations with the next highest-ranked firm. MGAA may continue offering the award to the next ranked Offerors until a contract is signed or MGAA cancels the solicitation.



- f. MGAA 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

A. PROJECT DESCRIPTION

Taxiway G requires realignment to meet current FAA geometric requirements. Phase 1 involves constructing bypass taxiway B1 between Runway 12R and Taxiway B, as well as realigning Taxiway G east of Runway 12R. The realignment will construct two taxiways perpendicular to Runway 12R (Taxiway G and Taxiway G1). The proposed work will be completed in multiple funding cycles.

B. MINIMUM REQUIREMENTS

1. Current Arizona Registrar of Contractors Class A General Engineering License or as determined by the Arizona Registrar of Contractors.
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. KEY PERSONNEL

The Construction Manager at Risk (CMAR) will be selected to perform the services under the awarded contract(s), in part, because of the skills and expertise of the key firms, team members, and individuals (collectively, “CMAR’s Key Personnel”) identified in the CMAR’s submitted Statement of Qualifications (SOQ) under this RFQ. The CMAR’s duties under the contract(s) shall be performed on behalf of the CMAR by CMAR’s Key Personnel. CMAR’s Key Personnel shall not be removed or replaced without prior written consent of MGAA. MGAA recognizes that CMAR’s Key Personnel may leave the employ of CMAR for reasons beyond CMAR’s control. Whenever practicable, CMAR shall give MGAA at least 14 calendar days’ notice prior to the departure of any of CMAR’s Key Personnel from the Project. MGAA shall have the right to approve or reject any replacements for CMAR’s Key Personnel when personnel leave that are beyond the control of the CMAR. When within the CMAR’s control, failure to use CMAR’s Key Personnel to perform the Work under the contract(s) without MGAA’s prior written consent will be a material breach and grounds for suspension or termination for cause of the contract(s) by MGAA.

Without limitation of the foregoing, in the event CMAR removes any Key Personnel without the consent of MGAA, which shall not unreasonably be withheld, CMAR shall deduct and/or reimburse all costs and expenses charged to MGAA, whether included in CMAR’s general conditions or otherwise, and including any markups thereon, for any replacement personnel who are not approved by MGAA. Notwithstanding any provisions herein to the contrary, MGAA shall have audit rights to CMAR’s records with respect to verifying such costs, expenses, and markups for purposes of deduction and/or reimbursement.

D. SCOPE OF SERVICES

To minimize the impact on Airport operations, this project will proceed in a phased and segmented manner where multiple portions of the Runway and/or Taxiway will be offline for reconstruction to take place while the remaining Airfield stays active to support Airport operations. Night work and multiple shifts to expedite the work may be required at certain locations.

Phase 1 of the work will occur simultaneously alongside the Runway 12R Reconstruction project, with Pulice Construction Inc. performing that work. This project will require coordination and teamwork with MGAA and Pulice Construction Inc. to complete. Subsequent phase(s) will be completed without significant other ongoing airfield construction.

The CMAR will begin in an Airport support role for preconstruction services. The CMAR will assume the risk of delivering the project through a Guaranteed Maximum Price (GMP) contract. The CMAR will be responsible for construction means and methods and will be required to solicit bids from prequalified subcontractors to perform the work. The CMAR may also compete to self-perform limited amounts of work.



The preferred CMAR shall have construction experience in an active airport operations area, specifically PCCP Runway/Taxiway construction, familiarity with FAA Advisory Circulars, and experience in coordinating projects with airport user groups. Services will be phased to include preconstruction and construction services.

All work shall be performed in accordance with all Local, State, and Federal Requirements

The contractor shall apply for and submit all necessary regulatory documents and permits to the proper authorities, including Storm Water Pollution Protection Plans, Dust Control Permits, and any other required permits.

1. Preconstruction phase services by the CMAR may include the following:
 - a. attend and participate in project meetings
 - b. provide detailed cost estimating and have knowledge of marketplace conditions
 - c. provide project planning and scheduling
 - d. provide for construction phasing and scheduling that will minimize interruption to Airport operations
 - e. provide alternate systems evaluation and constructability studies
 - f. advise Airport on ways to gain efficiencies in project delivery
 - g. prepare trade contractor selection plan and recommend early selection of major trade contractors as required
 - h. provide long-lead procurement studies and initiate procurement of long-lead items
2. Construction phase services by the CMAR may include:
 - a. deliver construction of the project on time, within budget, and according to the plans, specifications, and owner's requirements
 - b. select subcontractors/suppliers for this project
 - c. prepare a Guaranteed Maximum Price (GMP) proposal that meets the approval of the Airport
 - d. coordinate with various Airport departments, other agencies, utility companies, etc.
 - e. arrange for procurement of materials and equipment
 - f. schedule and manage site operations
 - g. bid, award, and manage all construction-related contracts while meeting Airport and FAA bid requirements, including the DBE participation goal
 - h. provide quality controls
 - i. bond and ensure the construction
 - j. address all federal, state, and local permitting requirements
 - k. lead pre-construction and weekly OAC meeting and distribute meeting minutes
 - l. maintain a safe work site for all project participants
 - m. provide monthly schedule updates and construction progress report
 - n. provide resources and coordination to achieve acceptance
 - o. provide project close-out service

This RFQ includes contracting for Phase 1 only. MGAA anticipates one or more additional phases for Construction Services and/or additional preconstruction or construction-related tasks associated with the Project.

In accordance with applicable FAA requirements and AIP procurement policies, MGAA reserves the right, at its sole discretion, to award any subsequent phase(s) of the Project to the selected Offeror resulting from this solicitation, provided the scope of such subsequent phase(s) remains consistent with the qualifications-based selection and the procurement remains compliant with FAA AIP funding requirements.

Award of any subsequent phase(s) is not guaranteed and will be based on MGAA's assessment of performance on Phase 1, project needs, funding availability, FAA approval when required, and MGAA's determination that awarding additional phases under this solicitation is in the best interest of the Airport and remains compliant with all applicable FAA regulations, policies, and Advisory Circulars.



E. DISADVANTAGED BUSINESS ENTERPRISE INFORMATION AND REQUIREMENTS

1. The requirements of 49 CFR Part 26, regulations of the U.S. Department of Transportation, apply to this solicitation and resultant contract(s). It is the policy of the Mesa Gateway Airport Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract.
2. MGAA encourages the use of small businesses in the performance of this opportunity.
3. Interim Final Rule (IFR) Transition (Effective October 3, 2025)
 - a. In accordance with the U.S. DOT Interim Final Rule published October 3, 2025 (90 FR 66428), the Unified Certification Program (UCP) covering the State of Arizona is conducting a reevaluation of all certified DBE firms under revised eligibility standards. Accordingly, for federally assisted contracts under this solicitation, no contract-specific DBE goal is being set at this time, and DBE participation may not yet be counted toward any contract or overall DBE goal until the UCP completes its reevaluation process.
 - b. All other DBE program requirements remain in effect, including nondiscrimination, prompt payment, and cooperation in data collection and reporting.
 - c. Offerors are encouraged to ensure full and open competition in subcontracting and supplier selection and to adopt inclusive practices that provide equal opportunity for small businesses. However, MGAA is not requesting and will not evaluate identification of specific DBE subcontractors, estimated percentages, or participation commitments in response to this RFQ.
 - d. Following completion of the UCP reevaluation, MGAA may, as permitted by DOT regulations, count DBE participation or establish a DBE goal for subsequent task orders or phases in connection with both pre-construction services and construction services. The selected CMAR shall cooperate with MGAA in implementing and complying with any future requirements consistent with 49 CFR Part 26.
 - e. Under the resultant contract, the selected CMAR shall:
 - i. Solicit and consider recertified DBE firms for design, construction, and professional service opportunities as they arise throughout the contract term.
 - ii. Maintain documentation of all outreach and solicitations to recertified DBE firms, including contacts, quotes, and responses.
 - iii. Submit periodic participation reports identifying any recertified DBE firms used, the type of work performed, and the amounts paid—acknowledging that participation of currently certified DBEs is *not currently countable* toward any goal(s) that may be hereinafter established, but may become so once reevaluation concludes.
 - iv. Include the required clauses in every subcontract or sub-consultant agreement.
 - v. Cooperate with MGAA in any audits or information requests related to DBE participation or certification status.
 - vi. Prompt Payment: Pay all subcontractors within 7 days of receipt of payment from MGAA.
4. The DBE requirements of this solicitation shall also apply to any amendments to the subsequent contract(s) executed between MGAA and the selected Offeror that require work beyond the scope of services originally required to accomplish the project and any subsequent phase(s) of work awarded under this solicitation, if any.
5. If MGAA awards the selected CMAR additional work or subsequent project phases not included in this RFQ, and the requirements of 49 CFR Part 26 have been revised since the issuance of this RFQ, the CMAR shall be obligated to comply with all such revised requirements. Compliance with the updated provisions of 49 CFR Part 26 shall be required as a condition of award for any later phase(s) and shall remain mandatory throughout the term of the subsequent contract phase(s).
6. The Contract documents provide additional information on DBE requirements (See Article 15 of the General Conditions).



F. FEDERAL CONTRACT PROVISIONS

This solicitation and resultant contract are subject to the Federal Contract Provisions set forth in Exhibit 2. By submitting a SOQ, Offerors agree to all Federal Contract Provisions in Exhibit 2.

G. SUBMITTAL INSTRUCTIONS AND REQUIREMENTS

1. Offerors interested in responding to this solicitation should submit a SOQ to address the RFQ criteria as specified. In addition, the following requirements apply:
 - a. Submit six (6) complete copies of the SOQ.
 - b. Submit (1) complete electronic copy of the SOQ and all attachments on a flash drive or CD.
 - c. Submit the SOQ in a sealed envelope with the solicitation number and the Offeror's name and address clearly indicated on the envelope.
 - d. Organize the SOQ into the sections listed below. Each section should be delineated by a divider with a tab labeled appropriately.
 - e. SOQs should be sturdily bound.
 - f. All sheets should be letter size (8½"×11") and must have a page number. This SOQ may not exceed thirty-five (35) 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.
 - g. SOQ is written/typed in ink.
 - h. Font size shall be no smaller than 11pt.
 - i. 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.
 - j. **Late Submittals will not be accepted.**
2. Failure to include all information requested may cause such incomplete SOQs to be rejected and not be evaluated or considered in the selection process.
3. 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.
4. The following information is not included in the page limit:
 - a. Submittal Cover Sheet
 - b. Tabs
 - c. Table of Contents
 - d. General Information under Tab B
 - e. DBE Performance Plan
 - f. Attachments A through K
 - g. Resumes for each key team member, maximum of 2 pages each

H. SUBMITTAL

1. Please submit only the Submittal Section. Do not submit a copy of the entire solicitation document. Offeror is to submit the following and in the order below:



RFQ Submittal Cover Sheet

Tab A – Table of Contents with page numbers

Tab B - General Information (maximum of one page)

1. Cover Letter identifying the full company name and primary place of business, and a brief introduction of the company as it relates to the requested services.

Tab C – Qualifications of Firm/Team:

1. Identify at least three (3) comparable projects in which the firm served as either CMAR, agency Construction Manager during design and construction phases (without providing construction services), or General Contractor. Special consideration will be given to firms that have provided Construction Manager at Risk services on similar successful projects. For each project identified, provide the following:
 - a. Project owner;
 - b. Description of the project;
 - c. Role of the firm (specify whether Construction Manager at Risk, Construction Manager, or General Contractor. If CMAR or General Contractor, identify the percent of work self-performed. Also, specify services provided during the design phase, i.e., cost estimating, scheduling, value engineering, etc.;
 - d. Project's original contracted construction cost and final construction cost; briefly explain any variance;
 - e. Original contract construction duration and actual duration; briefly explain any variance;
 - f. Design consultant firm if the project was a CMAR;
 - g. Contract start and end dates;
2. 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?
3. Describe the methods your firm has in place for addressing project issues, contract modifications, and schedule recovery to maintain the completion date.
4. List and describe your firm's capability and intent to proceed without delay if selected for this project.
5. Describe the firm's knowledge and experience with applicable state and local regulations, policies, and procedures as it relates to this project.
6. Provide an organizational chart with names and titles of senior management, the project management team, including the proposed project manager.

Tab D – Key Project Team Experience & Qualifications:

1. Describe each team member's firm position. List professional certifications, and any applicable coursework, training, or expertise.
2. Briefly describe each team member's role on this project and the 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 the work you anticipate self-performing and the work you anticipate being performed by subconsultants/subcontractors.
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, phasing, and managing construction.
2. Describe your team's approach to coordinating with MGAA, the design team, subcontractors, and suppliers during the preconstruction and construction phases of the contract.
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, MGAA, 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 and other small business participation on this project through future subcontracts and how it will meet MGAA's DBE Program requirements. Please note that Offerors must not list or commit to specific DBE firms at this stage. The plan should address, at a minimum, the following:
 - a. How your team will identify and engage potential DBE and small business subcontractors, suppliers and consultants throughout the design and construction phases.
 - b. Tools/resources to be used (state UCP directory, local business organizations, minority chambers, trade fairs, mentor-protégé programs, etc.).
 - c. Internal process for tracking outreach, responses, and reasons for selection/non-selection of firms, and maintaining records.
 - d. How Offeror will ensure compliance, including compliance with prompt payment and nondiscrimination clauses.
2. Record of Offeror's past performance (last 5 years), especially with CMAR-type projects, in which you engaged DBE firms (even if no contract goal existed) and describe the outcomes, including DBE utilization, program compliance, challenges, and other factors.
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 - Other

1. Identify any contracts or subcontracts held by the firm or officers of the firm, within the last ten years, which have been terminated. Identify any claims or issues arising from contracts, within the last ten years, which resulted in litigation, 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. Complete Attachment L, Project Reference Questionnaire, for the above comparable projects listed under Tab C, and, following the instructions on the Attachment, provide the form to the references for completion. The forms should be emailed directly to MGAA from the references, not from the Offeror. Completed forms received from an Offeror will not be accepted nor made part of an Offeror's submittal.
Please note: While MGAA projects may be used as project experience, MGAA cannot provide a reference for current or past MGAA projects.

Tab I - Appendices

- a. Attachments A through J
- b. Resumes for proposed key team members, 2-page maximum for each resume.

Tab J – Addenda Acknowledgement (if applicable)

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



H. EVALUATION CRITERIA

Submittals will be evaluated based on the following criteria:

Points	Category
10	Qualifications of Firm (Team)
20	Key Project Team Experience & Qualifications
30	Project Understanding
25	Approach to Performing the Required Services
10	DBE Performance Plan
5	Other (including submittal completeness)
100	TOTAL SCORE

I. SELECTION PROCESS

1. MGAA 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 solely on the information provided in Offerors' Statements of Qualifications.
2. MGAA may contact and interview references provided by each Offeror. References will be scored under Other in the Evaluation Criteria.
3. Pursuant to A.R.S. Title 34, and as permitted under the CMAR procurement process, MGAA will not conduct interviews as part of this solicitation. The Airport reserves the right to make a direct selection of the highest-ranked firm based exclusively on the submitted SOQs.
4. 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; and 4) any information from any source about the Offeror, including past and current performance on MGAA projects, whether included in the SOQ or not.
6. A notification will be posted on MGAA's website following a selection determination.



Section Three – Standard Terms and Conditions

1. **Certification.** Offeror certifies:
 - a. The award of this Contract did not involve collusion or other anti-competitive practices.
 - b. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. Section 31-1461, et. seq.
 - c. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract; and Offeror hereby certifies that the individual signing this Contract is an authorized agent for Offeror and has the authority to bind the Offeror to the Contract.
2. **Availability of Project Funding.** This Contract's approval and continuation are conditioned on the availability of MGAA, state, and/or federal funds appropriated by MGAA for this purpose. If funds are not available or allocated by MGAA for continuance of service under this Contract, then MGAA may terminate the Contract. MGAA shall promptly notify Offeror regarding the service that may be affected by a shortage of funds. No penalty accrues to MGAA if this provision is exercised, and MGAA shall not be liable for any future payments due or for any damages as a result of termination under this paragraph.
3. **Reserved**
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 is entitled to compensation from MGAA in the form of salaries, paid vacation, or sick days. MGAA will not provide any insurance to Offeror, including *Workers' Compensation* coverage. MGAA will not withhold FICA, taxes, or any similar deductions from MGAA'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 MGAA contracts.
7. **Non-Exclusive Contract.** This Contract is for the sole convenience of MGAA. MGAA 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 MGAA for the purpose of assuring that no information contained in its records or obtained from MGAA 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 MGAA. 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 MGAA.
10. **Gratuities.** MGAA 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 MGAA involved in the amending, or the making of any determinations with respect to the performing of such Contract. If this Contract is canceled by MGAA under this provision, MGAA 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 MGAA 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 MGAA 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 invalid provision or application.
16. **Protection of Government Property.** Offeror shall use reasonable care to avoid damaging all MGAA property, including buildings, equipment, and vegetation (such as trees, shrubs, and grass). If Offeror damages MGAA's property in any way, Offeror shall immediately report such damage to MGAA and repair or replace the damage at no cost to MGAA, as directed by the MGAA Executive Director. If the Offeror fails or refuses to repair or replace the damage, then MGAA may terminate the Contract, and MGAA shall deduct the repair or replacement cost from the 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 MGAA. MGAA may, at its sole discretion, accept or reject proposed subcontractors or assignments. MGAA shall notify Offeror of its acceptance or rejection within forty-five (45) days of a 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 MGAA shall not alter or affect the obligations of Offeror or the rights of MGAA under the foregoing warranties. Additional warranty requirements may be set forth in this Contract.
21. **Reserved**
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 of this Contract.
23. **Advertising.** Offeror shall not advertise or publish information concerning this Contract without prior written consent of MGAA.



24. **Right to Inspect.** MGAA may, at reasonable times, and at MGAA'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 MGAA. 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 MGAA and shall not be used or released by Offeror or any other person except with prior written permission by MGAA.
28. **Title and Risk of Loss.** The title and risk of loss of materials or services shall not pass to MGAA until MGAA 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 MGAA under this Contract must be free of all liens and other encumbrances. Upon request of MGAA, 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.** MGAA 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 MGAA 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 MGAA, unless the notice specifies a later time.
32. **Reserved**
33. **Patents.** Offeror shall defend, indemnify, and hold harmless MGAA, 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 MGAA, its officers, employees, agents, and other duly authorized representatives of tangible or intellectual property supplied to MGAA 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 MGAA. MGAA 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. MGAA 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 MGAA to Offeror under the Contract. During normal working hours, MGAA 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. MGAA 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 MGAA. MGAA shall have the right to inspect the papers of Offeror's and any of Offeror's subcontractor's employees who works on this Contract to ensure the Offeror is complying with this paragraph.



Attachment A

Standard Certifications

Complete Attachment A by checking the applicable box(s) and/or providing responses. Failure to complete this Attachment A in its entirety and submit with Offeror's 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
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 B of this RFQ.

If Offeror cannot affirmatively certify to statement number 3 below, MGAA will consider Offeror's written response to determine if its submittal will be accepted and 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 MGAA Board.

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

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

By: _____
Signature

Printed Name/Title

Company Name

Date



Attachment B

Buy American Preference Certification

The Contractor/Offendor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, 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.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

As a matter of submittal responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its Statement of Qualifications. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, 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".

Certification of Compliance with FAA Buy American Preference Construction Projects

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing iron, steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) 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
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

¹ Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.



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

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
- b) To faithfully comply with providing U.S. domestic products.
- c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ 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 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 Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, 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 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

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/project.” The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) 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).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) 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 (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

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

By: _____
Signature

Printed Name/Title

Company Name

Date



Attachment C

Tax Delinquency and Felony Conviction Certification

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

Certifications

- 1) The applicant represents that it is (☐) is not (☐) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (☐) is not (☐) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant 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 applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, 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 USC § 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.

By: _____
Signature

Printed Name/Title

Company Name

Date

Attachment D

Debarment and Suspension Certification

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm 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.

By: _____
Signature

Printed Name/ Title

Company Name

Date

Attachment E

DBE Requirements Certification

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.
2. Offeror certifies that it is familiar with the Interim Final Ruling for 49 CFR Part 26 dated October 3, 2025.
3. Offeror understands that the DBE requirements of this solicitation shall also apply to any amendments to the subsequent contract(s) executed between MGAA and the selected Offeror that require work beyond the scope of services originally required to accomplish the project and any subsequent phase(s) of work awarded under this solicitation, if any.
4. Offeror understands that if MGAA awards the selected CMAR additional work or subsequent project phases not included in this RFQ, and the requirements of 49 CFR Part 26 have been revised since the issuance of this RFQ, the CMAR shall be obligated to comply with all such revised requirements, including utilizing its DBE Performance Plan, as applicable. Compliance with the updated provisions of 49 CFR Part 26 shall be required as a condition of award for any later phase(s) and shall remain mandatory throughout the term of the subsequent contract phase(s).

By: _____
Signature

Printed Name/Title

Company Name

Date

Attachment F
Contractor License and Identity Information

Arizona Registrar of Contractors Commercial License No.: _____

Select the appropriate type. Contractor is:

A 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

Required Offeror Information

MGAA is required to collect the information on this form from all Offerors per 49 CFR Part 26.11

Offeror Name: _____

Offeror Address: _____

(Street Address)

(City, State, Zip)

1. At the time of submittal, the above Firm ☐ is OR ☐ is not a certified DBE
2. At the time of submittal, the above Firm ☐ is OR ☐ is not a certified Small Business
3. North American Industry Classification System (NAICS) firm is seeking to perform under this solicitation:

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

5. Annual Gross Receipts of Firm: ☐ Less than \$1,000,000.00
☐ \$1,000,000.01 - \$3,000,000.00
☐ \$3,000,000.01 - \$6,000,000.00
☐ \$6,000,000.01 - \$10,000,000.00
☐ Greater than \$10,000,000.00

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

SIGNED AND DATED this _____ day of _____, 202__

Authorized Signature

Print Name and Title



Attachment H

Authorization for Release of Performance Information and Waiver

The purpose of this disclosure is to provide references to MGAA. Offeror hereby consents that as an Offeror to MGAA's Solicitation 2026-005--RFQ, Taxiway Golf Realignment/Reconstruction for 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 MGAA, or their representatives, information, records and opinions concerning this company's past performance.

_____ (Offeror) hereby waives any claim it may have against MGAA or any company or entity providing information to MGAA 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

Offeror hereby certifies that as an Offeror to MGAA's Solicitation 2026-005-RFQ, Taxiway Golf Realignment/Reconstruction for 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 MGAA that Offeror is able to produce the insurance coverage required should Offeror be selected to be awarded the CMAR Pre-Construction Services Contract and/or the CMAR Construction Services Contract.

Should Offeror be awarded the CMAR Pre-Construction Services Contract and/or the CMAR Construction Services Contract, and then become unable to produce the insurance coverage specified within ten working days, Offeror is fully aware and understand that MGAA may not consider Offeror for this and future projects.

Signature of Offeror

Date

Attachment J

Contract Documents Review Statement

As an Offeror to MGAA's Solicitation 2026-005-RFQ, Taxiway Golf Realignment/Reconstruction, Offeror hereby certifies that Offeror has reviewed the Contract Documents, Exhibit 1, and Section Three, Standard Terms and Conditions to be attached to the CMAR Pre-Construction Services and Construction Services Contracts, and have listed any objections to them below. The response shall clearly identify if the included 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 (or to Section Three Standard Terms and Conditions) will be considered and included in MGAA's evaluation of Offeror's firm's qualifications. Offeror is also aware, if Offeror fails to list any objections to the Contract Documents, including the Standard Terms and Conditions, Offeror will not be allowed to raise any objections later if selected as the most qualified Offeror.

Signature of Offeror

Date

Specific Objections:



Attachment K

Addenda Acknowledgement

Offeror is responsible for obtaining all addenda, if issued, via the MGAA website within the relevant solicitation in the [Current Solicitations](#) section under the Business | Procurements, Vendors & Surplus Property section or by other means.

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 MGAA for solicitation 2026-005-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

Printed Name/Title

Company Name

Date

Attachment L

Project Reference Questionnaire

Instructions for Offeror: Complete the top section below and provide this form to each of your listed references (corresponding to those in Tab C, #1)

Offeror Information (to be completed by the Offeror)

- Name of Offeror: _____
- Project Manager(s): _____

Instructions for the Reference: You have been identified as a reference for the firm listed above, which is under consideration for a project with Mesa Gateway Airport. We would appreciate your candid feedback on the firm's past performance. Please complete the questionnaire below and return it directly to Marian Whilden, Email: mwhilden@gatewayairport.com. **Due Date:** January 13, 2026. Thank you for your time and valuable input.

Reference Information (to be completed by the Reference)

- **Your Company/Organization:** _____
- **Project Description:** _____
- **Project Location:** _____
- **Project Start & End Dates:** _____
- **Your Name:** _____
- **Your Title/Role:** _____
- **Phone Number:** _____

Please rate the Offeror's performance in the areas below using a scale of **1 to 10**, where:

- **10 = Excellent / Exceeded Expectations**
- **5 = Acceptable / Met Expectations**
- **1 = Poor / Did Not Meet Expectations**
- Leave blank if you do not have enough information to provide a rating.

No.	Evaluation Criteria	Rating (1–10)
1	Met or exceeded your expectations overall	
2	Completed project on schedule	
3	Managed costs effectively (minimized change orders or budget overruns)	
4	Proactively identified and minimized risks	
5	Provided innovative solutions / added value to the project	
6	Coordinated well with all stakeholders and managed documentation effectively	
7	Maintained clear, responsive, and proactive communication	
8	Demonstrated leadership and required minimal direction from your organization	
9	Would you hire this firm or individual again for a similar project?	
10	Overall customer satisfaction	

Additional Comments:

Please provide any additional insight into the Offeror's performance, including strengths, weaknesses, or lessons learned.

Signature of Reference: _____

Date: _____



Exhibit 1

Contract Documents

The following Contract Documents are incorporated into and made part of MGAA Solicitation 2026-005-RFQ. These documents are available on the Airport's website, located on the solicitation's page in the Current Solicitations section under the Business | Procurements, Vendors & Surplus Property section (<https://www.gatewayairport.com/procurement/solicitations>).

Offerors must acknowledge receipt and acceptance of the Contract Documents—or note any exceptions—on **Attachment J** of this solicitation.

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. Construction Plans
8. Construction Safety and Phasing Plan (Preliminary)

Exhibit 2

Federal Contract Provisions

The following Federal Contract Provisions are included in the Contract Documents but are listed here to ensure compliance by Offerors.

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

<u>Section</u>	<u>Description</u>
A1	ACCESS TO RECORDS AND REPORTS
A2	AFFIRMATIVE ACTION REQUIREMENT
A3	BREACH OF CONTRACT TERMS
A4	BUY AMERICAN PREFERENCE
A5	CIVIL RIGHTS - GENERAL
A6	CIVIL RIGHTS – TITLE VI ASSURANCE
A7	CLEAN AIR AND WATER POLLUTION CONTROL
A8	CONTRACT WORKHOURS & SAFETY STANDARDS ACT REQUIREMENTS
A9	COPELAND “ANTI-KICKBACK” ACT
A10	DAVIS-BACON REQUIREMENTS
A11	DEBARMENT AND SUSPENSION
A12	DISADVANTAGED BUSINESS ENTERPRISE
A13	DISTRACTED DRIVING
A14	PROHIBITION ON CERTAIN TELECOMMUNICATIONS & VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
A15	DRUG FREE WORKPLACE REQUIREMENTS
A16	EQUAL EMPLOYMENT OPPORTUNITY (EEO)
A17	FEDERAL FAIR LABOR STANDARDS ACT
A18	LOBBYING AND INFLUENCING FEDERAL EMPLOYEES
A19	PROHIBITION OF SEGREGATED FACILITIES
A20	OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970
A21	PROCUREMENT OF RECOVERED MATERIALS
A22	RIGHT TO INVENTIONS
A23	SEISMIC SAFETY
A24	TAX DELINQUENCY AND FELONY CONVICTIONS
A25	TERMINATION OF CONTRACT
A26	TRADE RESTRICTION CERTIFICATION
A27	VETERAN’S PREFERENCE
A28	DOMESTIC PREFERENCES FOR PROCUREMENTS



A1 ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are close.

A2 AFFIRMATIVE ACTION REQUIREMENT

1. 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.
2. 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.

3. 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.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is the **State of Arizona, Maricopa County, City of Mesa.**



A3 BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

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

A4 FAA BUY AMERICAN PREFERENCE

CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE STATEMENT

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,² U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, 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.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

Offeror must complete and submit the Buy American certification included in Owner's Request for Qualifications (No. 2026-005-RFQ) as Attachment B, with the submittal of its Statement of Qualifications, as a matter of responsiveness, which will become part of the Contract Documents.

The information is repeated below for inclusion in this section.

Certification of Compliance with FAA Buy American Preference – Construction Projects

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, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, 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, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- e) Only installing iron, steel and manufactured products produced in the United States;
 - f) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - g) 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
 - h) 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:

- e) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
- f) To faithfully comply with providing U.S. domestic products.
- g) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- h) Certify that all construction materials used in the project are manufactured in the U.S.

- ☐ 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 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:
- f) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
 - g) 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.
 - h) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 - i) To furnish U.S. domestic product for any waiver request that the FAA rejects.
 - j) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is



- d) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- e) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- f) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

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/project.” The required documentation for a Type 3 waiver is:

- e) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- f) 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).
- g) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- h) 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 (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- e) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- f) At minimum two comparable equal bids and/or offers;
- g) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- h) Completed waiver applications for each comparable bid and/or offer.

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

Date	Signature
Company Name	Title

A5 CIVIL RIGHTS – GENERAL PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.



The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

SOLICITATION CLAUSE

The **Mesa Gateway Airport Authority**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs,

policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

TITLE VI 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, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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.

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

- A. The Contractor for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.
- B. With respect to construction, in the event of breach of any of the above Non-discrimination covenants, Mesa Gateway Airport Authority will have the right to terminate the construction contract and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said construction contract had never been made or issued.

A7 CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceed \$150,000.

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.



The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A9 COPELAND “ANTI-KICKBACK” ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A10 DAVIS-BACON REQUIREMENTS & WAGE DETERMINATIONS

REQUIREMENTS:

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and



wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of



wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/wbd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;



(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an



apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the

Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

WAGE DETERMINATION FOR THIS PROJECT:

"General Decision Number: AZ20250045 09/12/2025

Superseded General Decision Number: AZ20240045

State: Arizona

Construction Type: Highway

County: Maricopa County in Arizona.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>• Executive Order 14026 generally applies to the contract.</p> <p>• The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.</p>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>• Executive Order 13658 generally applies to the contract.</p> <p>• The contractor must pay all covered workers at least \$13.30 per hour (or the</p>



	applicable wage rate listed
	on this wage determination,
	if it is higher) for all
	hours performing on that
	contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	06/06/2025
2	08/29/2025
3	09/12/2025

CARP1912-003 07/01/2024

	Rates	Fringes
Carpenter, Excludes Formwork		
Concrete.....	\$ 35.89	14.98

ENGI0012-046 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Bulldozer.....	\$ 35.56	18.12

ENGI0012-053 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Tractor.....	\$ 35.56	18.12

ENGI0012-063 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Oiler.....	\$ 32.29	18.12

ENGI0012-065 12/01/2024

Rates Fringes

POWER EQUIPMENT OPERATOR:

Field Equipment

Serviceperson.....\$ 35.56 18.12

ENGI0012-066 12/01/2024

Rates Fringes

POWER EQUIPMENT OPERATOR:

Backhoe/Backhoe & Loader

Combo/Track Backhoe.....\$ 35.56 18.12

ENGI0012-069 12/01/2024

Rates Fringes

POWER EQUIPMENT OPERATOR:

Loader/Front End Loader.....\$ 35.56 18.12

ENGI0012-070 12/01/2024

Rates Fringes

TRUCK DRIVER

Off Road Truck.....\$ 35.56 18.12

ENGI0012-071 12/01/2024

Rates Fringes

POWER EQUIPMENT OPERATOR:

Crane/Derrick.....\$ 36.64 18.12

ENGI0012-072 12/01/2024

Rates Fringes

Power Equipment Operator:

Excavator/Trackhoe

1/2 cubic yard or smaller...\$ 35.56 18.12

Greater than 1/2 cubic yard.\$ 36.64 18.12

ENGI0012-073 12/01/2024

Rates Fringes

POWER EQUIPMENT OPERATOR:

Grade Checker.....\$ 36.64 18.12

ENGI0012-074 12/01/2024

Rates Fringes



POWER EQUIPMENT OPERATOR:

Motor Grader/Blade.....\$ 36.64 18.12

ENGI0012-075 12/01/2024

Rates Fringes

POWER EQUIPMENT OPERATOR:

Mechanic.....\$ 37.67 18.12

IRON0075-014 08/01/2025

Rates Fringes

Ironworker.....\$ 33.00 19.91

LABO1184-016 06/01/2025

Rates Fringes

Power Equipment Operator:

Horizontal Directional
Drill.....\$ 31.98 9.26

LABO1184-017 06/01/2025

Rates Fringes

Laborer: Fence Erector.....\$ 27.41 9.26

LABO1184-021 06/01/2025

Rates Fringes

Traffic Control.....\$ 27.41 9.26

LABO1184-025 06/01/2025

Rates Fringes

Laborer: Asphalt, Includes
Raker, Shoveler, Spreader and
Distributor.....\$ 29.91 9.26

LABO1184-027 06/01/2025

Rates Fringes

Laborer: Grade Setter.....\$ 29.91 9.26

LABO1184-029 06/01/2025

Rates Fringes

LABORER: Guardrail Installer.....\$ 29.91 9.26



LABO1184-033 06/01/2025

	Rates	Fringes
Power Equipment Operator:		
Trencher.....	\$ 30.88	9.26

LABO1184-044 06/01/2025

	Rates	Fringes
Power Equipment Operator:		
Forklift.....	\$ 30.88	9.26

LABO1184-047 06/01/2025

	Rates	Fringes
Truck Driver:		
Concrete.....	\$ 30.88	9.26

LABO1184-049 06/01/2025

	Rates	Fringes
Truck Driver:		
Water.....	\$ 30.88	9.26

* LABO1184-051 06/01/2025

	Rates	Fringes
General Laborers.....	\$ 27.41	9.26

* SUAZ2023-022 11/19/2024

	Rates	Fringes
Carpenter: Formwork Concrete....	\$ 29.86	8.89
Cement Mason/Concrete finisher...	\$ 30.41	0.00
Electrician.....	\$ 29.00	7.58
Laborer: Concrete Saw (Hand Held/Walk Behind).....	\$ 25.22	5.08
Laborer: Landscape Laborer.....	\$ 19.00	6.34
Laborer: Mason Tender.....	\$ 25.92	7.09
Laborer: Pipelayer.....	\$ 25.97	7.09
Painter: Pavement Marking.....	\$ 23.35	6.34



Painter: Sign and Display		
Erector.....	\$ 18.03	0.00
Power Equipment Operator:		
Bobcat/Skid Steer/Skid Loader....	\$ 29.91	9.11
Power Equipment Operator:		
Boom/Crane Truck.....	\$ 43.11	10.87
Power Equipment Operator:		
Broom/Sweeper.....	\$ 25.95	6.62
Power Equipment Operator:		
Compactor/Roller.....	\$ 30.24	0.00
Power Equipment Operator:		
Concrete Pump Truck.....	\$ 43.11	10.87
Power Equipment Operator:		
Concrete Screed.....	\$ 26.41	7.64
Power Equipment Operator:		
Drill Rig/Auger.....	\$ 36.80	13.07
Power Equipment Operator:		
Milling Machine.....	\$ 31.16	0.00
Power Equipment Operator:		
Paver/Spreader/Finish equipment (asphalt, aggregate, & concrete).....	\$ 32.67	0.00
Power Equipment Operator:		
Scraper.....	\$ 29.69	0.00
Truck Driver: Dump.....	\$ 26.71	7.09
Truck Driver: Oil Distributor....	\$ 29.41	7.63
Truck Driver: Sweeper.....	\$ 20.24	5.48

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is



like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey.

Example:

PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates.

EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates.

Example: SUFL2022-007

6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination.



The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h).

Example: SAME2023-007

01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested



party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

A11 DEBARMENT AND SUSPENSION

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

Offeror must complete and submit the Debarment and Suspension certificate, which is contained in Owner's Request for Qualifications (No. 2026-005-RFQ) as Attachment D, upon submittal of its Statement of Qualifications, as a matter of responsiveness, which will become part of the Contract Documents.

The information is repeated below for inclusion in this section.

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm 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.

A12 DISADVANTAGED BUSINESS ENTERPRISE

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

Contract Assurance (§ 26.13) –

The Contractor, subrecipient 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 DOT-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 recipient 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.

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 seven (7) days from the receipt of each payment the prime contractor receives from Mesa Gateway Airport Authority. The prime contractor agrees further to return retainage payments to each subcontractor within seven (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 Mesa Gateway Airport Authority. This clause applies to both DBE and non-DBE subcontractors.

Offeror agrees to comply with all Disadvantaged Business Enterprise rules, regulations, and policies as stated within all of the contract documents and as amended, including the Interim Final Ruling dated October 3, 2025, and any future revisions thereto.

A13 DISTRACTED DRIVING

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease



crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

A14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

A15 DRUG FREE WORKPLACE REQUIREMENTS

Not Applicable.

A16 EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)

EQUAL OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of

Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these

specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization



and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.



- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned,



social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, 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.

A18 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:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) 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.
- (3) 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, subgrants, 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.



A19 PROHIBITION of SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

A20 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 (29 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.

A21 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:

- 3) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 4) 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.

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.

A22 RIGHT TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

A23 SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

A bidder or offeror must complete and submit the Tax Delinquency and Felony Convictions certification included in Owner's Request for Qualifications (No. 2026-005-RFQ) as Attachment C, upon submittal of its Statement of Qualifications, as a matter of responsiveness, which will become part of the Contract Documents.

The information is repeated below for inclusion in this section.

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

Certifications

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not () a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant 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 applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, 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 USC § 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.

A25 TERMINATION OF CONTRACT

Termination of contract clauses can also be found the *General Conditions* but is repeated below for inclusion in this section.

TERMINATION FOR CAUSE

The Contractor shall be considered in default of his or her contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:

1. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
2. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
3. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
4. Discontinues the execution of the work, or
5. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
6. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
7. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
8. Makes an assignment for the benefit of creditors, or
9. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Engineer consider the Contractor in default of the contract for any reason above, the Engineer shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Engineer of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof or use such other methods as in the opinion of the Engineer will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

TERMINATION FOR CONVENIENCE



The Owner reserves the right to terminate the Contract for convenience and without cause even if Contractor has not failed to perform any part of the Contract. Termination of the work hereunder shall be affected by written notice to the Contractor. Upon receipt of such notice, Contractor shall, unless the notice otherwise directs:

1. Immediately discontinue the work and the placing of all orders and subcontracts in connection with this Contract;
2. Immediately cancel all of the existing orders and subcontracts made hereunder;
3. Immediately transfer to the Owner all materials, supplies, work in progress, appliances, facilities, machinery and tools acquired by the Contractor in connection with the performance of the Contract, and take such action as may be necessary or as the Owner may direct for protection and preservation of the work relating to this Contract; and
4. Deliver all plans, Drawings, Specifications and other necessary information to the Owner.
5. Complete performance of the work not terminated by the notice.

Contractor's Exclusive Remedy. If the Owner terminates the Contract for convenience, the following shall be the Contractor's exclusive remedy:

1. Reimbursement of all actual expenditures and costs approved by the Owner as having been made or incurred in performing the work;
2. Reimbursement of expenditures made and costs incurred with the Owner's prior written approval in settling or discharging outstanding commitments entered into by the Contractor in performing the Contract; and
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Supplies; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or tother economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

Warranties, Guarantees and Indemnified Parties to Remain in Effect. All obligations of the Contractor under the Contract with respect to completion of the work, including but not limited to all warranties, guarantees and indemnities, shall apply to all work completed or substantially completed by the Contractor prior to a convenience termination by the Owner. Notwithstanding the above, any convenience termination by the Owner or payments to the Contractor shall be without prejudice to any claims or legal remedies that the Owner may have against the Contractor for any cause, including liquidated damages assessed for Contractor's delays to any work Milestone Dates.

Conversion of Termination for Cause to Termination for Convenience. Upon a determination that a termination of this Contract other than a termination for convenience under this Article was wrongful or improper for any reason, such termination shall automatically be deemed converted to a convenience termination under this Article 14, and the Contractor's remedy for such wrongful termination shall be limited to the recoveries specified under this Article 14.

Remedy Limited to Damages. In the event that Contractor is terminated, whether for cause or convenience, the Contractor's sole remedy shall be for damages. In no event shall the Contractor be entitled to reinstatement or other equitable relief from a court or through alternative dispute resolution.

Notice that Contract is Subject to Termination Provisions of A.R.S. § 38-511. The parties acknowledge, and as required by law, notice is hereby given that this Contract is subject to A.R.S. § 38-511.

SUSPENSION BY THE OWNER FOR CONVENIENCE

The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the Owner may determine.



Adjustment in Contract Sum. An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:

1. that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
2. that an equitable adjustment is made or denied under another provision of this Contract.

Method for Adjustment in Contract Sum. Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

A26 TRADE RESTRICTION CERTIFICATION

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

- 1) 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);
- 2) 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
- 3) 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 § 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:

- 1) 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
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) 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.

A27 VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

A28 DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.