



Notice of Request for Proposals (RFP)

SOLICITATION NUMBER: 2018-006-RFP

SERVICE: Two (2) New Aircraft Ground Power Units

PROPOSAL DUE DATE & TIME: August 15, 2017 by 2:00 pm (Arizona time)

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

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

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

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

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

Deadline for submitting questions to PMGAA is August 3, 2017 by 5:00 pm (Arizona Time). Responses to questions received will be issued in an addendum to the Request for Proposals and posted at www.gatewayairport.com in the Procurement section of the website. Offerors are responsible for checking the PMGAA website at www.gatewayairport.com for any addendums that may be created for this solicitation.

Direct contact with Airport Authority Board of Directors and/or Airport Authority 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 Airport Authority Board of Directors, and/or Airport Authority staff or representatives may be cause for rejection of proposals.

Issue Date: July 13, 2017

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Notice of Intent

Solicitation Number 2018-006-RFP, New Aircraft Ground Power Units

Please fax or email this page upon receipt of solicitation package

Fax: (480) 988-2315

Email: mwhilden@gatewayairport.com

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

Offeror Responsibilities:

- Offerors are responsible for checking the PMGAA website at www.gatewayairport.com for any addendums that may be created for this solicitation.
• Offerors shall submit responses in accordance with requirements stated in the solicitation.
• Offerors may not submit responses to a solicitation via email or fax.

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

Date: _____

Name: _____

Company: _____

Telephone: _____

Email: _____

[] Yes, I intend to respond to this solicitation

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

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

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

Arizona Business Gazette

East Valley Tribune

PMGAA Web Site

Direct email

Industry Association: _____

Other: _____

Introduction

Purpose:

The purpose of this Phoenix-Mesa Gateway Airport Authority (PMGAA) document is to obtain proposals for two (2) new aircraft ground power units.

The ground power units will be used by Gateway Aviation Services staff to support the operational needs of general aviation, military and commercial aircraft.

Background:

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

The Airport Authority oversees the operation and development of the Phoenix-Mesa Gateway Airport, reliever airport to Phoenix Sky Harbor International Airport.

Section One - Offeror Information and Instructions

A. GENERAL INFORMATION ON SOLICITATION PROCESS

1. **Availability of Solicitation.** The solicitation package is available via the Internet at www.gatewayairport.com under the Procurement tab.
2. **Addendums.** If the PMGAA deems it necessary to amend the solicitation, an Addendum will be prepared in writing and posted on the PMGAA website. Offerors are responsible for obtaining all addendums via the PMGAA website at www.gatewayairport.com or by other means. Any Addendums issued by the PMGAA are to be included in the response, and will become a part of the contract. Offeror shall acknowledge receipt of an amendment by signing and returning the document by the specified due time and date.
3. **Familiarization with Requirements.** It is the Offeror's responsibility to examine the entire solicitation package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a response. Negligence in preparing a submittal confers no right of withdrawal after due date and time. All submissions must comply with applicable PMGAA rules, regulations and policies.
4. **Cost of Submittal Preparation.** PMGAA shall not reimburse the cost of developing, presenting or providing any response to this solicitation.
5. **Inquiries.**
 - a. **Contact Person.** Any inquiry related to a solicitation, including any requests for or inquiries regarding standards referenced in the solicitation should be directed to the staff member listed on the cover page of the solicitation. The Offeror shall not contact or direct inquiries concerning this solicitation to any other PMGAA employee unless the solicitation specifically identifies additional person(s) as a contact.
 - b. **Submission of Inquiries.** All inquiries shall be submitted in writing and/or electronic mail and shall refer to the appropriate solicitation number, page and paragraph. PMGAA shall consider the relevancy of the inquiry but is not required to respond in writing.
 - c. **Timeliness.** Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least ten (10) days before the solicitation due date and time for review and determination by PMGAA. Failure to do so may result in the inquiry not being considered for an Addendum.
 - d. **Verbal Responses.** Oral interpretations or clarifications will be without legal effect. An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
6. **Public Record.** All submittals in response to this solicitation shall become the property of PMGAA, shall not be returned to Offeror and shall become a matter of public record available for review subsequent to the contract award.
7. **Proposal Results.** Proposal results are not provided in response to telephone inquiries, A tabulation of responses received is on file at PMGAA and available for review after an agreement is awarded.

8. **Offer and Acceptance Period.** In order to allow for adequate evaluation, all proposals shall remain valid and irrevocable for ninety (90) days after the opening time and date of proposals.
9. **Solicitation Results.** Results are not provided in response to telephone inquiries. A tabulation of responses received will remain on file at PMGAA, and a Notice of Intent to Award shall be posted to the web site.
10. **Protest of Solicitation or Specifications (Before Bid Opening).**
 - a. Any interested person aggrieved in connection with the solicitation of a contract shall protest irregularities in the IFB, RFP, or RFQ within three business days from the date the protester knew or should have known of the basis for the protest and, in any case, at least five business days before opening bids or proposals.
 - b. All protests must be made in writing to the Purchasing Director / Chief Financial Officer. Each protest must state the specific factual and legal grounds on which the protest is based. The protester must also include with the protest all pertinent documents and all supporting evidence. PMGAA need not accept any protest that fails to comply with the requirements of this section. The protester's failure to timely protest specifications or other solicitation terms and conditions constitutes a waiver of the protest.
 - c. If a timely protest before bid opening is made, PMGAA may proceed with the solicitation or with the award of the contract unless the Purchasing Director / Chief Financial Officer determines in writing that the protest should be sustained or that an addendum addressing the protest should be issued.
11. **Protest of Award Recommendation.**
 - a. A protest made after the deadline for bids or proposals, including challenges to the evaluation committee, must be submitted in writing to the Purchasing Director / Chief Financial Officer.
 - b. A protest must be received by the Purchasing Director / Chief Financial Officer within five business days following public posting of PMGAA's award recommendation. The formal protest must contain the following information.
 - i. PMGAA's solicitation identification number and title.
 - ii. Name and address of the protester, the title or position of the person submitting the protest, and a statement that the protest has been authorized by the protester and the protest is made in good faith.
 - iii. A statement of all facts alleged and all rules, regulations, statutes, or constitutional provisions that entitles the protester to relief.
 - iv. All other information, documents, materials, legal authority, and evidence in support of the protest.
 - v. A statement indicating the precise relief sought by the protester.
 - c. The Purchasing Director / Chief Financial Officer will make a written decision on the protest within ten business days after it is received.
 - d. The Protester may appeal the Purchasing Director / Chief Financial Officer's decision to the Executive Director. Any appeal must be filed with the Executive Director within three business days after the protester receives the Purchasing Director / Chief Financial Officer's decision.
 - e. The Executive Director may hear the appeal or appoint an independent hearing officer to do so. If a hearing officer is appointed, the hearing officer shall conduct an informal hearing on the appeal within 10 business days from receipt of the appeal. The hearing officer shall

promptly prepare an informal decision and recommendation on the appeal for the Executive Director's consideration. The hearing officer shall promptly serve the recommendation on the protester.

- f. Upon receipt of the hearing officer's recommendation, or if no hearing officer is appointed, the Executive Director shall decide any protest for a solicitation valued at less than \$50,000. For solicitations valued less than \$50,000 or sustained protests, the Executive Director's decision is final. For solicitations valued over \$50,000 and the Executive Director is recommending denial of the protest, the Executive Director shall make a recommendation to the Board, and the Board shall make the final decision regarding award of the contract.
 - g. Notice of the Board's final decision must be furnished to the protesting party, in writing, by the Purchasing Director / Chief Financial Officer.
12. **Special Conditions.** Wherever special conditions are written into the Special Conditions and Specifications (Section Two), which are in conflict with conditions stated in these Instructions to Offerors, the conditions stated in Special Provisions and Specifications, shall take precedence.
13. **Title VI Solicitation Notice.** PMGAA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Bidders/Offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises to be afforded full and fair opportunity to submit a proposal to the solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
14. **Disadvantaged Business Enterprise.** It is the policy of PMGAA to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The PMGAA encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

B. PROPOSAL PREPARATION AND SUBMITTAL

1. Proposal Preparation.

- a. Forms. All proposals shall include the required forms provided in this solicitation. It is permissible to copy these forms if required.
- b. No Facsimile or Electronic Mail Responses. Proposals may not be submitted in facsimile or electronically and will not be considered.
- c. Confidential Information. Requests for nondisclosure of data such as trade secrets and other proprietary data must be made known to the Procurement Coordinator in writing. PMGAA shall review all requests for confidentiality and provide a written determination.

2. Proposal Submittal.

- a. Submission Package. One (1) original and the specified number of copies of the submittal (see Section Two) should be contained in each submission package. Each submittal package/envelope should be firmly sealed and clearly marked on the outside with the solicitation number, "Request for Proposal" and the name and address of the Offeror.
- b. Late Submittals. Late submittals will be rejected and returned to the Offeror.
- c. No Modifications. Modifications are not permitted after proposals have been opened except as otherwise provided under applicable law.

- d. Withdrawal of Proposal. RFP submittals may be withdrawn at any time prior to the specified due date and time. An Offeror (or authorized representative) may withdraw the response by notifying the designated contact for this solicitation in writing on company letterhead. Facsimiles, telegraphic or mailgram withdrawals shall not be considered.

3. RFP Evaluation.

- a. Conformance to RFP. Each proposal received will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP and to ensure that the submittal is fully responsive to the specifications listed.
- b. Disqualification. An Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity will have its response rejected.
- c. Clarifications. PMGAA reserves the right to obtain Offeror clarifications where necessary to arrive at full and complete understanding of Offeror's response. Clarification means a communication with an Offeror for the sole purpose of eliminating ambiguities in the proposal and does not give Offeror an opportunity to revise or modify its submittal.
- d. Response Rejection. Submission of additional terms, conditions and/or agreements with the proposal response may result in rejection.

4. Award of Contract.

- a. Rights of PMGAA. The PMGAA reserves the right to award to whichever Offeror(s) deemed most advantageous to the PMGAA. The PMGAA may reject any or all submittals, waive any minor informality 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 the PMGAA.
- b. Selection. The contract shall be awarded using the criteria outlined in Section Two.
- c. Notification. Prior to contract award, the selected successful Offeror(s) will be notified of their apparent selection for contract award, and (a) contract(s) will be drawn which will include by reference this solicitation and any other contractual language as may be required by the PMGAA or by law.

A. INFORMATION SPECIFIC TO THIS SOLICITATION

1. New Aircraft Ground Power Unit (GPU) Minimum Specifications

Intended use of the GPU's is to support the operational needs of the general aviation, military and commercial aircraft within the Phoenix-Mesa Gateway Airport property.

GPU's shall be new.

PMGAA personnel reserves the right to inspect and refuse equipment for purchase based upon the established requirements.

Any bid NOT meeting the minimum requirements specified shall be rejected.

Minimum requirements that will be acceptable to PMGAA are listed here in this Section Two and under Attachment C which shall be completed by Offeror. Specifications may be exceeded and should be noted by the Offeror.

- Offeror shall state the engine manufacturer and horsepower for the engine being offered. Minimum engine instruments shall include fuel level, water temperature and oil pressure gauges, run-time or hour meter, battery voltmeter and ignition switch.
- Will have both 90 kVA 400 Hz AC and 28.5V DC aircraft ground power output.
- Will be towable with a towbar activated brake system. Towbar compatible with E-hitch or pintle hook hitch.
- Have a gas/diesel powered engine with a minimum 80 horsepower rating and meet current environmental requirements. Preference is for diesel.
- Fuel capacity will be a minimum of 45 U.S. gallons.
- Have a low fuel warning with shutdown.
- Cable minimum length of 30 feet. Preference is for 40 feet.
- Must meet SAE ARP5015A ground power performance requirements.
- Must meet MIL-STD-704F ground power performance requirements.
- Will be equipped with a yellow/amber safety beacon.
- Will have locked brakes with tow bar latched in Up position.
- All painted surfaces shall be “gloss white” in color. Offeror shall warrant the durability of all finishes, including their ability to resist scraping, chipping and other types of deterioration due to weather and normal use wear and tear for a one-year period minimum.
- Two (2) complete hard copies and one (1) electronic copy each of the operations, maintenance and parts manuals must accompany delivery of the unit.
- A minimum of two (2) years warranty on the unit.

2. Warranty

Warranty start date shall begin the date the equipment is delivered to PMGAA at address noted below.

Length of standard warranty in specific areas such as engine, trailer, battery, and paint shall be detailed in **Attachment E** by Offeror. Standard warranty by Offeror is at no additional charge.

3. Service Range

Offeror must document where service can be procured within Maricopa or Pinal Counties. Service must be reasonably available without having to ship the equipment.

4. Parts Availability

Since the continuous operation of PMGAA's equipment is important and sometimes of an emergency nature, parts availability is of high importance. Offeror must describe their parts availability and capability in **Attachment F** of this RFP.

5. Delivery Address / Contact

FOB Destination.

Delivery shall be made to:

6263 Taxiway Circle

Mesa, AZ 85212

Schedule delivery at least one day ahead by contacting:

Ray Logsdon or Matt Nebgen

480-988-7729 or 480-988-7704

6. Payment.

Payment made 30 days upon receipt of equipment and specification requirements verification. PMGAA shall be entitled to take, at its sole option, any prompt payment discounts as specified in Attachment D.

7. Proposal guaranteed for 60 days.

Offeror will guarantee proposal for 60 days from August 15, 2017.

B. SUBMITTAL REQUIREMENTS AND AWARD CRITERIA

Offerors interested in responding to this solicitation should submit a proposal which includes a one-page cover letter plus additional information to address the RFP criteria as specified and in the order listed in this Section II.

In responding to this RFP, Offerors shall organize their submission in such a way as to follow the general evaluation criteria listed below. Information included within the proposal may be used to evaluate your firm as part of any criteria regardless of where that information is found within the proposal. Information obtained from the proposal and from any other relevant source may be used in the evaluation and selection process.

1. Cover Letter (one page):

- a. Identify the full company name, mailing address, telephone number, and email address for the person who will serve as the firm's primary contact person for their proposal, and provide company organization information
- b. Provide a brief introduction of the company as it relates to the requested services

2. Equipment Description

- a. A complete, detailed description of the unit and its operational capabilities, including those for all major components. Promotional materials may or may not satisfy this requirement
- b. Provide a photograph of the proposed unit

3. Award Criteria

- a. Specifications
Attachment C shall be completed
- b. Cost & Availability
Attachment D shall be completed
- c. Warranty
Attachment E shall be completed
- d. Miscellaneous
Other items included in the RFP such as, but not limited to, References, Service Range and Parts Availability.

4. Appendices

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

- a) Cover letter
- b) Copies of business licenses, professional certifications or other credentials, together with evidence that Offeror, if a corporation, is in good standing and qualified to conduct business in the state of Arizona.
- c) Attachment A - Authorization for Information / Waiver
- d) Attachment B - Offer and Acceptance Form
- e) Attachment C - Minimum Specification Checklist & Optional Equipment
- f) Attachment D - Price Page
- g) Attachment E - Standard Warranty
- h) Attachment F - Parts Availability & Capability
- i) Attachment G - References
- j) One page description and picture of product
- k) Supplemental Materials—Brochures, photos, documents providing detailed information about GPU's proposed.

C. SUBMITTAL INSTRUCTIONS

1. Responders must submit one (1) original and four (4) copies of their proposal for a total of five (5) in addition to one (1) complete electronic copy of the proposal and all attachments on a flash drive or CD.
2. The following information is not included in the page limit:
 - a. Cover letter on company letterhead, maximum of 1 page
 - b. Attachment A, Authorization for Release of Performance Information and Waiver
 - c. Attachment B, Offer and Acceptance
 - d. Attachment C, Minimum Specification Checklist & Optional Equipment
 - e. Attachment D, Price page
 - f. Attachment E, Standard Warranty
 - g. Attachment F, Parts Availability and Capability
 - h. Attachment G, References
3. Do not include a table of contents or tab dividers. Submittals should be bound by plastic or metal three ring binder only. Pages having photos, charts, and/or graphs that provide additional evaluation information will be counted towards the maximum number of pages.

4. Failure to include all information requested shall cause such incomplete proposals to be rejected and not be evaluated or considered in the selection process.
5. Proposals must be submitted in a sealed envelope with the solicitation number and the responder's name and address clearly indicated on the envelope. Proposals must be submitted to the contact person indicated on the Notice of Request for Proposal (RFP) on or before the due date. **LATE SUBMITTALS WILL NOT BE ACCEPTED.**

D. SELECTION PROCESS

1. The Airport Authority will appoint an evaluation panel to evaluate each Offeror's proposal. Using the criteria listed herein, and in order of preference, the selection committee will rank the Offerors.
2. The Airport Authority may contact and interview references provided by each Offeror.
3. The evaluation panel may then make a selection solely based on their collective evaluations of the Offerors' proposal and references.
4. A notification will be posted on the Airport web site following a selection.
5. Offerors are evaluated on any combination of the following elements: 1) Proposal submitted in response to this RFP, including, but not limited to equipment cost, equipment offered, warranty and delivery availability 2) reference verification; 3) any information from any source about the Offeror, whether included in the proposal or not.
6. PMGAA may cancel this solicitation at any time for any reason or no reason, so long as such is legally permissible.
7. Upon Notice of Intent to Award, the selected Offeror must deliver a W-9 in order for the Award to be presented to the Board of Directors.

Section Three – Standard Terms and Conditions

1. **Certification.** By signature in the offer section of the Offer and Acceptance page, Consultant 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 Consultant hereby certifies that the individual signing this Contract is an authorized agent for Consultant and has the authority to bind the Consultant to the Contract.

2. **Termination of Contract.**
 - a. This Contract may be terminated at any time by mutual written consent or by PMGAA - with or without cause - provided the terminating party gives 14 calendar days' advance written notice to the other party. PMGAA may terminate this Contract, in whole or in part, for PMGAA's convenience and on 14 days' written notice. If this Contract is terminated, then PMGAA is liable only for services rendered and material received, certified, and approved by PMGAA under the Contract before the termination effective date.
 - b. PMGAA reserves the right to cancel this Contract in whole or in part due to failure of Consultant to carry out any term, promise, or condition of the Contract. At least ten days before terminating the Contract, PMGAA will issue a written notice of default specifying one of the following reasons.
 - (1) Consultant has provided personnel that do not meet the requirements of the Contract.
 - (2) Consultant has failed to perform adequately the stipulations, conditions or services/specifications required in this Contract.
 - (3) Consultant has attempted to impose on PMGAA personnel or materials, products, or workmanship of unacceptable quality.
 - (4) Consultant has failed to furnish the required service(s) and/or product(s) within the time stipulated in the Contract or associated Authorization of Services.
 - (5) Consultant has failed to make progress in the performance of the requirements of the Contract or Authorization of Services, or Consultant fails to give PMGAA adequate assurance the Consultant will perform the Contract in full and on time.
 - (6) Each payment obligation of PMGAA created hereby is conditioned on the availability of PMGAA, state, or federal funds appropriated for payment of the obligation. If funds are not available or allocated by PMGAA for continuance of service under this Contract, then PMGAA may terminate the Contract. PMGAA shall promptly notify Consultant regarding the service that may be affected by a shortage of funds. No penalty accrues to PMGAA if this provision is exercised, and PMGAA shall not be liable for any future payments due or for any damages as a result of termination under this paragraph.

3. **Records.** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. PMGAA may, at reasonable times and places, audit the books and records of Consultant or any and all of Consultant's subconsultants or subcontractors. The audit shall be limited to this Contract and its scope of services.

4. **Arbitration.** At PMGAA's sole option, disputes between the parties may be resolved through arbitration as provided in A.R.S. Section 12-1501, *et seq.* Consultant shall continue to render the services required by this Contract without interruption, notwithstanding either party has filed suit against the other or PMGAA has expressly agreed to arbitration and either party has demanded arbitration.

5. **Independent Contractor.** At all times, each party acts in its individual capacity and 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 Consultant nor any of its employees are entitled to compensation from PMGAA in the form of salaries, paid vacation, or sick days.

PMGAA will not provide any insurance to Consultant, including *Workers' Compensation* coverage. PMGAA will not withhold FICA, taxes, or any similar deductions from PMGAA's payments under this Contract.

6. **Affirmative Action.** Consultant shall abide by all the federal and state of Arizona provisions for equal opportunity in the work place.
7. **Human Relations.** Consultant shall abide by all the federal and state of Arizona provisions against discrimination of disadvantaged business enterprises in applicable PMGAA contracts.
8. **Non-Exclusive Contract.** This Contract is for the sole convenience of PMGAA. PMGAA reserves the right in its discretion to obtain the same or similar goods or services from any other source.
9. **Patent Infringement.** The procuring agency should advise Consultant of any impending patent suit and provide all information available. Consultant shall defend any suit or proceeding brought against the procurement agency based on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent, and the Contract shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the procuring agency. In case the equipment, or any part thereof, is in such suit held to constitute infringement and use of the equipment or part is enjoined, Consultant shall, at its own expense and at its option, either procure for the procuring agency the right to continue using the equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.
10. **Americans with Disabilities Act.** Consultant 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*.
11. **Confidentiality of Records.** Consultant shall establish and maintain procedures and controls that are acceptable to PMGAA for the purpose of assuring that no information contained in its records or obtained from PMGAA or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under this Contract. Persons requesting such information should be referred to PMGAA. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by PMGAA.
12. **Shipment under Reservation Prohibited.** Consultant is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the cancellation clause set forth within this Contract.
13. **Gratuities.** PMGAA may, by written notice to the Consultant, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Consultant or any agent or representative of Consultant, to any officer or employee of PMGAA amending, or the making of any determinations with respect to the performing of such Contract. If this Contract is canceled by PMGAA under this provision, PMGAA shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant the amount of the gratuity.
14. **Applicable Law.** This Contract shall be governed by, and PMGAA and Consultant shall have, all remedies afforded each by the *Uniform Commercial Code*, as adopted in the state of Arizona, except as otherwise provided in this Contract or in laws pertaining specifically to PMGAA. This Contract shall be

governed by the laws of the state of Arizona, and suits pertaining to this Contract shall be brought only in federal or state courts in the state of Arizona.

15. **Contract.** This Contract is based on and the result of a negotiated Scope of Services and Fee Proposal submitted by Consultant. The Contract contains the entire agreement between PMGAA and Consultant. No prior oral or written agreements, contracts, proposals, negotiations, purchase orders, or master agreements (in any form) are enforceable between the parties.
16. **Legal Remedies.** All claims and controversies shall be subject to the PMGAA Procurement Code.
17. **Contract Amendments.** This Contract shall be modified only by a written amendment signed by the PMGAA Executive Director or his/her designee, and persons duly authorized to enter into contracts on behalf of Consultant.
18. **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.
19. **Severability.** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract, which may remain in effect without the valid provision, or application.
19. **Protection of Government Property.** Consultant shall use reasonable care to avoid damaging all PMGAA property, including buildings, equipment, and vegetation (such as trees, shrubs, and grass). If Consultant damages PMGAA's property in any way, Consultant shall immediately repair or replace the damage at no cost to PMGAA, as directed by the PMGAA Executive Director. If Consultant fails or refuses to repair or replace the damage, then PMGAA may terminate the Contract, and PMGAA shall deduct the repair or replacement cost from money due Consultant under the Contract.
21. **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.
22. **Assignment – Delegation.** No right or interest in this Contract shall be assigned by Consultant without prior written permission of PMGAA, and no delegation of any duty of Consultant shall be made without prior written permission of PMGAA's Executive Director or his/her designee. PMGAA shall not unreasonably withhold approval and shall notify Consultant of PMGAA's position within fifteen (15) business days of receipt of written notice by Consultant.
23. **Subcontracts.** Consultant may not enter into a subcontract with any other party to furnish any of the material/service specified herein without PMGAA's advance written approval. All subcontracts shall comply with federal and state laws and regulations applicable to the 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 Consultant referred to herein. Consultant is responsible for Contract performance whether or not subcontractors are used. PMGAA shall not unreasonably withhold approval and shall notify Consultant of PMGAA's position within fifteen (15) business days of receipt of written notice by Consultant.
24. **Rights and Remedies.** 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 Consultant'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.

25. **Warranties.** Consultant warrants that all materials and services delivered under this Contract shall conform to the specifications thereof. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by PMGAA, shall not alter or affect the obligations of Consultant or the rights of PMGAA under the foregoing warranties. Additional warranty requirements may be set forth in this Contract.
26. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend, save, indemnify, and hold harmless PMGAA, its agents, representatives, officers, directors, officials, and employees (collectively the “Indemnitees”), for, from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the Consultant’s acts, errors, omissions, or mistakes relating to Consultant’s services under this Contract.
27. **Overcharges by Antitrust Violations.** PMGAA maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, Consultant hereby assigns to PMGAA any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
28. **Right to Assurance.** Whenever one party to this Contract in good faith has reason to question the other party’s intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. If a demand is made and no written assurance is given within five (5) business days, the demanding party may treat this failure as an anticipatory repudiation with this Contract.
29. **Advertising.** Consultant shall not advertise or publish information concerning this Contract without prior written consent of PMGAA.
30. **Right to Inspect.** PMGAA may, at reasonable times, and at PMGAA’s expense, inspect the place of a Consultant’s or subcontractor’s business, which is related to the performance of this Contract or related subcontract.
31. **Force Majeure**
- a. Neither party is liable to the other, and neither party may be deemed in default under this Contract, if and to the extent that such party’s performance of this Contract is prevented by reason of Force Majeure. The term “Force Majeure” means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure does not include late performance by a subcontractor unless the delay arises out of a specific Force Majeure in accordance with this Force Majeure term and condition.
 - b. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing, as soon as practical, of the delay and shall specify the causes of delay in the notice. The notice must be hand-delivered or mailed certified-return receipt and must specifically refer to this section. The delayed party shall cause the delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The date of completion will be extended by Contract modification or amendment for the period of time that the completion date is necessarily delayed. This time extension is the Consultant’s exclusive remedy for delay.
32. **Inspection.** All material or service is subject to final inspection and acceptance by PMGAA. Material or service failing to conform to the specifications of this Contract will be held at Consultant’s risk and may be returned to Consultant. If so returned, all costs are the responsibility of Consultant. Noncompliance shall conform to the cancellation clause set forth in this Contract.
33. **Exclusive Possession.** All services, information, computer program elements, reports, and other deliverables, which may be created under this Contract, are the sole property of PMGAA and shall not be used or released by Consultant or any other person except with prior written permission by PMGAA.

34. **Title and Risk of Loss.** The title and risk of loss of materials or services shall not pass to PMGAA until PMGAA actually receives the material or service at the Airport, unless otherwise provided within this Contract.
35. **No Replacement of Defective Tender.** Every tender of materials must fully conform to all provisions of this Contract. If Consultant tenders a material or service that does not fully conform, PMGAA may terminate this Contract.
36. **Default in One Installment to Constitute Total Breach.** Consultant shall deliver conforming materials and services in each installment or lot of this Contract. Consultant may not substitute nonconforming materials or services. Delivery of nonconforming materials or a default of any nature, at the option of PMGAA, will constitute breach of the Contract as a whole.
37. **Liens.** All materials, services, and other deliverables supplied to PMGAA under this Contract must be free of all liens and other encumbrances. Upon request of PMGAA, Consultant shall provide a formal release of all liens.
38. **Licenses.** Consultant shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by Consultant as applicable to this Contract.
39. **Cost Of Proposal Preparation.** The PMGAA shall not reimburse the cost of developing, presenting, or providing any response to this solicitation. Bids/proposals submitted for consideration should be prepared simply and economically providing adequate information in a straightforward and concise manner.
40. **Public Record.** All proposals submitted in response to this request shall become the property of the PMGAA and shall become a matter of public record available for review subsequent to the award notification.
41. **Subsequent Employment.** PMGAA may cancel this Contract without penalty or further obligation in accordance with A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of the PMGAA is or becomes, at any time while the Contract or any extension of the contract is in effect, an employee of, or a contractor to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when the parties to this Contract receive written notice from PMGAA, unless the notice specifies a later time.
42. **Clean Up.** Consultant shall at all times keep Contract performance areas, including storage areas used by the Consultant, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of PMGAA. Upon completion of any repair, Consultant shall leave the work and premises in clean, neat, and workmanlike condition.
43. **Patents.** Consultant shall defend, indemnify, and hold harmless PMGAA, its officers and employees from all liabilities, claims, damages, costs, or expenses, including, but not limited to attorneys' fees, for any alleged infringement of any person's patent rights or copyrights in consequence of the use by PMGAA, its officers, employees, agents, and other duly authorized representatives of tangible or intellectual property supplied to PMGAA by Consultant under this Contract.
44. **Availability of Project Funding.** This Contract's approval and continuation is conditioned on the availability of funds appropriated by PMGAA for this purpose. If funds are not available or appropriated for the Contract's requirements, PMGAA may terminate the Contract. Possible sources of funding for this Contract include FAA and ADOT, and this Contract is contingent on the availability of those funds to PMGAA.
45. **Records and Audit Rights.** Consultant'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 Consultant and subcontractor employees that work on the Contract (all the foregoing collectively referred to as "Records"), must be open to inspection and subject to audit and/or reproduction during normal working hours by PMGAA. PMGAA is entitled to evaluate and verify all

invoices, payments or claims based on Consultant'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, Consultant and its subcontractors hereby waive the right to keep such Records confidential. PMGAA is entitled to access to these Records from the effective date of this Contract for the duration of the work and until five years after the date of final payment by PMGAA to Consultant under the Contract. During normal working hours, PMGAA is entitled to access to all necessary Consultant and subcontractor facilities and shall be provided adequate and appropriate workspace, in order to conduct audits under this Section. PMGAA shall give Consultant or subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this Section by including its requirements in all subcontracts related to this Contract.

46. **E-Verify Requirements.** To the extent applicable under A.R.S. § 41-4401, Offeror and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees, and compliance with the E-Verify requirements under A.R.S. §23-214(A). Offeror's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by PMGAA.

Attachment A

Authorization for Release of Performance Information and Waiver

The purpose of this disclosure is to provide references to the Phoenix-Mesa Gateway Airport Authority. I hereby consent that as an Offeror to Phoenix-Mesa Gateway Airport Authority Solicitation 2018-006-RFP, New Aircraft Ground Power Units, for Phoenix-Mesa Gateway Airport, I authorize those companies and government entities listed in my RFP submittal and any other government entity for whom this company has provided new aircraft ground power units, to disclose and release to the Phoenix-Mesa Gateway Airport Authority, or their representatives, information, records and opinions concerning this company's past performance.

_____ (Company) hereby waives any claim it may have against the Phoenix-Mesa Gateway Airport Authority or any company or entity providing information to the Phoenix-Mesa Gateway Airport Authority by reason of any information being disclosed or opinions provided regarding the actions or performance of this company.

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

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

Signature of Offeror

Date



Attachment B
Offer and Acceptance

OFFER TO PHOENIX-MESA GATEWAY AIRPORT AUTHORITY:

The Undersigned hereby offers and agrees to furnish the equipment in compliance with all terms, conditions, specifications, and amendments in the Request for Proposals including Attachment D – Price Page.

For clarification of this offer, contact:

Form fields for contact information: Company Name, Name, Address, Telephone, City, State, Zip Code, Fax, Signature of Person Authorized to Sign, Federal Tax Identification Number, Printed Name, Sales Tax License Number, Title.

The Offer is hereby accepted.

The Offeror is now bound to sell the equipment, materials or services listed in and based upon the attached Request for Proposal, including all terms, conditions, specification, amendments, scope of work, addenda, the Offeror's Price Offer and any best and final offers, as accepted by PMGAA.

This Contract shall henceforth be referred to as Contract Number C-2018006. The Offeror has been cautioned not to commence any billable work or to provide any equipment, materials or services under this contract until Offeror receives a purchase order, or is otherwise directed to do so in writing by the undersigned.

Phoenix-Mesa Gateway Airport Authority, a joint powers airport authority authorized and existing under the laws of the State of Arizona,

Awarded this _____ day of _____, 2017.

J. Brian O'Neill, A.A.E.
Executive Director/CEO

Attachment C
Minimum Specification Checklist & Optional Equipment

#	Aircraft Ground Power Unit (GPU) - Minimum Required Specifications (New Only)	Met (Y or N)	Comments
1.	Engine – Gas/Diesel powered engine with a minimum 80 horsepower rating. Meet all current Federal & State environmental requirements. Offeror shall state the engine manufacturer and horsepower for the engine being offered		
2.	Engine Instruments – fuel level, water temperature and oil pressure gauges, run-time or hour meter, battery voltmeter and ignition switch		
3.	Output – both a kVA 400 Hz AC <u>and</u> 28.5V DC aircraft ground power output		
4.	Towable – GPU shall be mounted on a trailer with a towbar activated brake system. Towbar compatible with E-hitch or pintle hook hitch. Offeror shall state trailer type/description		
5.	Fuel Capacity – 45 U.S. gallons		
6.	Cable – minimum length of 30 feet		
7.	Equipped with a yellow/amber safety beacon		
8.	Equipped with locked brakes with the tow bar latched in “Up” position		
9.	Equipped with a low fuel warning with shutdown		
10.	All painted surfaces shall be “gloss white” in color. Offeror shall warrant the durability of all finishes, including their ability to resist scraping, chipping and other types of deterioration due to weather and normal use wear and tear for a minimum of one-year from delivery date.		
11.	Warranty – 2 years on all major components		
12.	Meet SAE ARP5015A ground power performance requirements		
13.	Meet MIL-STD-704F ground power performance requirements		
14.	Provide two (2) complete hard copies and one (1) electronic copy each of the operations, maintenance, and parts manuals at time of delivery.		

Attachment C
Minimum Specification Checklist & Optional Equipment - Continued

Offeror to list any optional equipment available and applicable cost to PMGAA:

Description	Cost
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Attachment D
Price Page

Grand Total for each item is to be shown on this page.

Item	Qty	Price (Each)	Price (Total)
Aircraft Ground Power Unit	2	\$ _____	\$ _____
Warranty - two year	2		
Manuals on Maintenance, Operation & Parts - (2) complete hard copies & (1) electronic file			
Shipping / Delivery Fee		\$ _____	\$ _____
Sales Tax		\$ _____	\$ _____
TOTAL		\$ _____	\$ _____

Prompt Payment Discount

The price(s) quoted herein can be discounted by _____ % if payment is made within _____ days.

Exceptions / Clarifications of Bidder/Offeror:

Delivery Time Estimate:

Country Where GPU's are manufactured:

Proposal Certification

By my signature, I certify that I am authorized to bind this firm/individual to provide the services accepted herein, in compliance with the scope of work, technical specifications and other terms and conditions in this Invitation for Bid at the price provided on this Price Page.

Printed Name

Signature

Attachment E
Warranty

New Aircraft Ground Power Unit

Area / Category	Length (months)	Comments
Engine		
Battery		
Trailer		
Paint		
Workmanship		

Option to extend standard warranty above:

If Offeror provides an extended warranty, complete below.

Area / Category	Additional Length (months)	Comments	Price
			\$
			\$
			\$
			\$
			\$
			\$

Attachment G

References

Company Name: _____ Contact Person: _____

City, State: _____ Telephone: _____

Model/Date of Purchase: _____

Company Name: _____ Contact Person: _____

City, State: _____ Telephone: _____

Model/Date of Purchase: _____

Company Name: _____ Contact Person: _____

City, State: _____ Telephone: _____

Model/Date of Purchase: _____