



NOTICE OF INVITATION FOR BID (IFB)

SOLICITATION NUMBER: 2018-014-IFB

MATERIAL/SERVICE: Hangar 32 Floor Resurfacing

BID DUE DATE & TIME: October 23, 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 Bidder 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 Bidder's name and address clearly indicated on the envelope. All Bids must be completed in ink or typewritten. Additional instructions for preparing your Bid are provided in the solicitation package.

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

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

Deadline for submitting questions to PMGAA is October 12, 2017 by 5:00 pm (Arizona time). Responses to questions received will be issued in an addendum to the Invitation to Bid and posted at www.gatewayairport.com in the Procurement section of the website. Bidders are responsible for checking the PMGAA website at www.gatewayairport.com, under the Business|Procurement|Public Notices section for any addendums that may be created for this solicitation and including issued addenda in its submitted proposal.

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: October 3, 2017

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NOTICE OF INTENT TO BID

SOLICITATION NUMBER 2018-014-IFB Hangar 32 Floor Resurfacing

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 Bidder who intends to submit a bid to the Phoenix-Mesa Gateway Airport Authority (PMGAA) for the above titled solicitation. The submittal of this form in no way obligates a Bidder to submit a bid or provide any services to the PMGAA.

Bidder Responsibilities:

- Bidders are responsible for checking the Phoenix-Mesa Gateway Airport Authority website at www.gatewayairport.com, under the Business | Procurement | Public Notices section for any addendums that may be created for this solicitation.
- Bidders will submit responses in accordance with requirements stated in the solicitation.
- Bidders may not submit responses to a solicitation via email or fax.

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

.....
Date: _____

Name: _____ Company: _____

Telephone: _____ Email: _____

Yes, I intend to respond to this solicitation

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

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

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

Arizona Business Gazette

East Valley Tribune

PMGAA Web Site

Direct email

Industry Association: _____

Other: _____

Introduction

Purpose:

The purpose of this Phoenix-Mesa Gateway Airport Authority (PMGAA) document is to obtain bids for the purchase of hangar floor resurfacing services for Hangar 32.

Background:

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

Section One

Bidder/Offeror Information and Instructions

A. GENERAL INFORMATION ON SOLICITATION PROCESS

1. **Availability of Solicitation.** The solicitation package is available via the Internet at www.gatewayairport.com – under the Business/Procurement tab.
2. **Addendums.** If the PMGAA deems it necessary to amend the solicitation, an Addendum will be prepared in writing. Offerors are responsible for obtaining all addendums via the PMGAA website at www.gatewayairport.com or by other means. Any Addendums issued by the PMGAA are to be included in the bid, and will become a part of the contract. Offeror shall acknowledge receipt of 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 bid. Negligence in preparing a bid confers no right of withdrawal after due date and time.
4. **Cost of Bid Preparation.** PMGAA shall not reimburse the cost of developing, presenting or providing any response to this solicitation.
5. **Inquiries.**
 - a. Contact Person. Any inquiry related to a solicitation, including any requests for or inquiries regarding standards referenced in the solicitation should be directed to the staff member listed on the cover page of the solicitation. The Offeror shall not contact or direct inquiries concerning this solicitation to any other PMGAA employee unless the solicitation specifically identifies additional person(s) as a contact.
 - b. Submission of Inquiries. All inquiries, except those at the Pre-Bid Conference, 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 bid 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 bids submitted in response to this solicitation shall become the property of PMGAA, and a Notice of Intent to Award will be posted to the Web Site.
7. **Bid Results.** Bid results are not provided in response to telephone inquiries. A tabulation of responses received is on file at PMGAA and available for review after an agreement is awarded.
8. **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.

9. Protest of Award Recommendation.

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

Director's decision is final. For solicitations valued over \$50,000 and the Executive Director is recommending denial of the protest, the Executive Director shall make a recommendation to the Board, and the Board shall make the final decision regarding award of the contract.

- g. Notice of the Board's final decision must be furnished to the protesting party, in writing, by the Purchasing Director / Chief Financial Officer.
10. **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.
11. **Title VI Solicitation Notice.** The Phoenix-Mesa Gateway Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Bidders/Offerors that it will affirmatively ensure that any contract entered into pursuant to this solicitation, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
12. **Federal Fair Labor Standards Act.** All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.
- The Offeror has full responsibility to monitor compliance to the referenced statute or regulation. The Offeror must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division
13. **Occupational Safety and Health Act of 1970.** All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Offeror must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Offeror retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Offeror must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

B. BID PREPARATION AND SUBMITTAL

1. **Bid Preparation.**
- a. Forms. All bids shall be submitted on the forms provided in this solicitation. It is permissible to copy these forms if required.
- b. No Facsimile or Electronic Mail Bids. Bids may not be submitted in facsimile or electronically. Facsimiles or electronic mail bids shall not be considered.
- c. Typed or Ink Corrections. The bid shall be typed or in ink. The person signing the bid shall initial erasures, interlineations or other modifications in the bid in ink.
- d. Signature. The person authorized to sign the bid shall submit the Offer and Acceptance page with an original ink signature.
- e. Confidential Information. Requests for nondisclosure of data such as trade secrets and other proprietary data must be made known to the Procurement Manager in writing. Price is not confidential and will not be withheld. PMGAA shall review all requests for confidentiality and provide a written determination.

2. Bid Submittal.

- a. Submission Package. One (1) original and the specified number of copies of the bid (see Section Two) should be contained in each submission package. Each submittal package/envelope should be firmly sealed and clearly marked on the outside with the solicitation number, "BID" and the name and address of the Offeror.
- b. Submission Requirements. Submission requirements for this IFB are set forth in Section Two:
- c. Late Bids. Late bids shall be rejected and returned to the Offeror.
- d. No Modifications. Modifications shall not be permitted after bids have been opened except as otherwise provided under applicable law.
- e. Withdrawal of Bid. Bids may be withdrawn at any time prior to the specified bid due date and time. An Offeror (or authorized representative) may withdraw the response by notifying the designated contact for this solicitation in writing on company letterhead. Facsimiles, telegraphic or mailgram withdrawals shall not be considered.

3. Bid Evaluation.

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

4. Award of Contract.

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

C. BID OPENING

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

Section Two Special Provisions

A. INFORMATION SPECIFIC TO THIS SOLICITATION

1. Scope of Work

Project scope to include floor preparation and installation of a three coat 25-28 mils epoxy floor system for this 18,030-sq. ft. hangar.

Prepare the concrete surface by mechanically grinding using aggressive 30-40 grit metal-bond diamonds.

Prepare tight areas (i.e. around poles, walls, etc.) by mechanical grinding with diamond impregnated tooling.

Power vacuum the entire surface.

Furnish and patch cracks and holes throughout using Epoxy Crack Filler (100% solids) - gray color

Provide and prepare existing floor joints by re-saw cutting a of minimum 1/2 inch to clean out debris.

Furnish and install semi-rigid Polyurea Joint Filler

Razor scrape any overfilled joint material to ensure a smooth transition

Furnish and install Water Based Epoxy Primer/Coating (53% min solids) at 3-4 mils DFT (gray).

Furnish and install High Build Epoxy Coating (100% solids) at 18-20 mils DFT (gray) and back-roll.

Install High Gloss Urethane (60% min solids) at 3-4 mils DFT - color to be chosen by owner.

Clean up of work area - remove all empty containers, unused materials, and tools from the premises.

2. Work Hours

The building will be available for work during the following days and hours:

Monday through Friday

7:00 am to 5:00 pm

3. Warranty

Bidder guarantees work provided for 5 years from acceptance date.

4. Insurance

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

5. Proposal Guarantee

Bidder guarantees its bid for 60 days from IFB due date.

6. Minimum Requirements

- a. Current Arizona Registrar of Contractors License
- b. Ability to provide insurance in the amounts and times as specified in the IFB

7. Definitions

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

8. Bid Submittal

One (1) original bid should be submitted on the forms provided and in the format specified in this solicitation. The bid shall be single-sided. The material should be in sequence and related to the IFB.

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

1. Copies of business licenses, professional certifications or other credentials, together with evidence that Bidder, if a corporation, is in good standing and qualified to conduct business in Arizona.
2. Attachment A: Offer and Acceptance Form
3. Attachment B: Price Page
4. Attachment C: Insurance Requirements

9. Evaluation and Award Criteria

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

- a. Responsive and Complete submittal per this IFB
- b. Responsibility—PMGAA will determine whether the Bidder is one with who it can or should do business. Factors include but are not limited to past performance, references from any source, financial stability and perceived ability to perform, or review of the Federal debarment list.
- c. Price

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

Section Three

Standard Terms and Conditions

1. **Certification.**

By signature in the offer section of the Offer and Acceptance page, Contractor certifies:

- A. The submission of the bid/proposal did not involve collusion or other anti-competitive practices.
- B. The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. Sec 31-1461, et. seq.
- C. The Contractor 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 the submitted bid/proposal; and
The Contractor submitting the bid/proposal hereby certifies that the individual signing the bid/proposal is an authorized agent for the Bidder/Offeror and has the authority to bind the Bidder/Offeror to the contract.
- D. Pursuant to Arizona Revised Statutes Section 35-391.06 and 35-393.06, the Contractor certifies that it does not have a scrutinized business operation in either Sudan or Iran. For the purpose of this Section the term “scrutinized business operations” shall have the meanings set forth in Arizona Revised Statutes 35-391 and 35-393, as applicable. If the Airport determines that the Contractor submitted a false certification, the Airport may impose remedies as provided by law including terminating the Agreement (Contract) pursuant to ARS Section 35-391.06 and 35-393.06 above.

2. **Termination of Contract.**

This contract may be terminated at any time by mutual written consent, or by the PMGAA, with or without cause, upon giving thirty (30) days written notice to you. The PMGAA at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the PMGAA shall be liable only for payment under the payment provisions of this contract for services rendered and accepted or material received by the PMGAA before the effective date of termination.

The PMGAA reserves the right to cancel the whole or any part of this contract due to failure of contractor to carry out any term, promise, or condition of the contract. The PMGAA will issue a written ten (10) day notice of default to contractor for acting or failing to act as in any of the following:

- A. In the opinion of the PMGAA, contractor provides personnel that do not meet the requirements of the contract.
- B. In the opinion of the PMGAA, contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract.
- C. In the opinion of the PMGAA, contractor attempts to impose on the PMGAA personnel or materials, products or workmanship, which is of an unacceptable quality.
- D. Contractor fails to furnish the required service and/or product within the time stipulated in the contract.
- E. In the opinion of the PMGAA, contractor fails to make progress in the performance of the requirements of the contract and/or give the PMGAA a positive indication that contractor will not or cannot perform to the requirements of the contract.

F. Each payment obligation of the PMGAA created hereby is conditioned upon the availability of PMGAA, State and Federal funds which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the PMGAA and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the PMGAA at the end of the period for which funds are available. The PMGAA shall notify contractor at the earliest possible time which service will or may be affected by a shortage of funds. No penalty shall accrue to the PMGAA in the event this provision is exercised, and the PMGAA shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

3. **Arbitration.** It is understood and agreed that no provision of the contract relating to arbitration or requiring arbitration shall apply to or be binding upon the PMGAA except by the PMGAA's express written consent given subsequent to the execution of the contract. However, at the PMGAA's sole option, or by other means expressly approved by the PMGAA, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. Sec. 12-1501, et seq. Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.

4. **Independent Contractor.** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

The PMGAA will not provide any insurance coverage to Contractor, including Workers' Compensation coverage. The Contractor is advised that taxes or social security payments shall not be withheld from a PMGAA payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

5. **Affirmative Action.** Contractor agrees to abide by all the Federal and State of Arizona provisions for equal opportunity in the work place.

6. **Human Relations.** Contractor agrees to abide by all the Federal and State of Arizona provisions against discrimination of disadvantaged business enterprises in applicable PMGAA contracts.

7. **Non-Exclusive Contract.** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the PMGAA. The PMGAA reserves the rights to obtain like goods or services from another source when necessary.

8. **Patent Infringement.** The procuring agency should advise the Contractor of any impending patent suit and provide all information available. The Contractor 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 Contractor shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the procuring agency. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or part is enjoined, the Contractor shall, at its own expense and at its option, either procure for the procuring agency the right to continue using said equipment or part, or replace same with noninfringing equipment, or modify it so it becomes noninfringing.

9. **Americans With Disabilities Act.** The Contractor 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.

10. **Confidentiality Of Records.** The Contractor shall establish and maintain procedures and controls that are acceptable to the PMGAA for the purpose of assuring that no information contained in its records or obtained from the 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 the

contract. Persons requesting such information should be referred to the PMGAA. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the PMGAA.

11. **Shipment Under Reservation Prohibited.** Contractor 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 document.
12. **Gratuities.** PMGAA may, by written notice to the Contractor, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of PMGAA involved in the amending, or the making of any determinations with respect to the performing of such Contract. If this Contract is canceled by PMGAA under this provision, PMGAA shall, in addition to any other rights and remedies, repay to the Contractor the amount of the gratuity.
13. **Applicable Law.** This contract shall be governed by, and the PMGAA and Contractor 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 the PMGAA. This contract shall be governed by the law 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.
14. **Contract.** The contract shall be based upon the solicitation issued by the PMGAA and the bid/proposal submitted by the Contractor in response to the solicitation. The bid/proposal shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the solicitation. The PMGAA reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the bid/proposal, as determined by the PMGAA, shall be deemed non-responsive and the bid/proposal rejected. The contract shall contain the entire agreement between the PMGAA and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
15. **Legal Remedies.** All claims and controversies shall be subject to the PMGAA Procurement Policy.
16. **Contract Amendments.** This contract shall be modified only by a written contract amendment signed by the PMGAA Executive Director, or his/her designee, and persons duly authorized to enter into contracts on behalf of the Contractor.
17. **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.
18. **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 Buildings.** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on PMGAA property. If the Contractor fails to do so and damages such buildings, equipment and vegetation, the Contractor shall replace or repair the damage at no expense to the PMGAA, as directed by the Procurement Coordinator. If the Contractor fails or refuses to make such repair or replacement, then the Contractor shall be liable for the cost thereof, which may be deducted from the contract price.

20. **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 of this agreement. 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.
21. **Assignment – Delegation.** No right or interest in this contract shall be assigned by the contractor without prior written permission of the PMGAA, and no delegation of any duty of Contractor shall be made without prior written permission of the PMGAA's Executive Director, or his/her designee. The PMGAA shall not unreasonably withhold approval and shall notify the Contractor of the PMGAA's position within 15 days of receipt of written notice by the Contractor.
22. **Subcontracts.** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the PMGAA's Executive Director, or his/her designee. All subcontracts shall comply with Federal and State laws and regulations that are 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 Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The PMGAA shall not unreasonably withhold approval and shall notify the Contractor of the PMGAA's position within 15 days of receipt of written notice by the Contractor.
23. **Rights and Remedies.** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
24. **Warranties.** Contractor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the PMGAA, shall not alter or affect the obligations of the Contractor or the rights of the PMGAA under the foregoing warranties. Additional warranty requirements may be set forth in this document.
25. **Indemnification.** To the fullest extent permitted by law, Contractor shall indemnify, and hold harmless the PMGAA, its agents, representatives, officers, directors, officials, and employees 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 Contractor's negligent acts, errors, omissions or mistakes relating to professional services in the performance of this Contract. Contractor's duty to indemnify and hold harmless the PMGAA, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes, related to professional services in the performance of this Contract including any person for whose negligent acts, errors, omissions or mistakes, the Consultant may be legally liable.
26. **Overcharges By Antitrust Violations.** The PMGAA maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the PMGAA any and all claims for such overcharges as to the materials or services used to fulfill the contract.
27. **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. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation with this contract.

28. **Advertising.** Contractor shall not advertise or publish information concerning this contract without prior written consent of the PMGAA.
29. **Right To Inspect.** The PMGAA may, at reasonable times, and at the PMGAA's expense, inspect the place of a Contractor or subcontractor, which is related to the performance of any contract as awarded or to be awarded.
30. **Force Majeure.**
- A. Except for payment of sums due, neither party shall be liable to the other nor 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 shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence 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 of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.
31. **Inspection.** All material or service is subject to final inspection and acceptance by the PMGAA. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance shall conform to the cancellation clause set forth in this document.
32. **Exclusive Possession.** All services, information, computer program elements, reports, and other deliverables, which may be created under this contract, are the sole property of the PMGAA and shall not be used or released by the Contractor or any other person except with prior written permission by the PMGAA.
33. **Title And Risk Of Loss.** The title and risk of loss of material or service shall not pass to the PMGAA until the PMGAA actually receives the material or service at the point of delivery, unless otherwise provided within this contract.
34. **No Replacement Of Defective Tender.** Every tender of materials must fully comply with all provisions of this contract. If a tender is made which does not fully conform, this shall conform to the cancellation clause set forth within this document.
35. **Default In One Installment To Constitute Total Breach.** Contractor shall deliver conforming materials in each installment or lot of this contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the PMGAA, shall constitute breach of the contract as a whole. Noncompliance shall conform to the cancellation clause set forth within this document.
36. **Liens.** All materials, services, and other deliverables supplied to the PMGAA under this contract shall be free of all liens other than the security interest held by the Contractor until payment in full is made by the PMGAA. Upon request of the PMGAA, the Contractor shall provide a formal release of all liens.

37. **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

The PMGAA shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

38. **Licenses.** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.
39. **Cost Of Bid/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.** The PMGAA may cancel this contract without penalty or further obligation pursuant to 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 the Procurement Coordinator, unless the notice specifies a later time.
42. **Clean Up.** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, 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 the PMGAA. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
43. **Patents.** The Contractor shall indemnify, defend, and hold free and harmless the PMGAA, its officers and employees from all liabilities, claims, damages, costs, or expenses, including, but not limited to attorney's fees imposed upon them or any of them, for any alleged infringement of patent rights or copyrights of any person or persons in consequence of the use by the PMGAA, its officers, employees, agents, and other duly authorized representatives of articles or processes supplied to the PMGAA by the Contractor under this proposal/contract.
44. **Availability of Project Funding.** The approval and continuation of this contract is subject to the availability of funds either provided to, made available to, or appropriated by the PMGAA for this purpose. In the event that funds are not available or appropriated for PMGAA's payment requirements under this contract for the goods and/or services to be provided hereunder, the PMGAA may terminate this contract by providing notice to the contractor of the lack of the availability of funds. The contractor acknowledges and agrees that one source of funding for this contract may be funds made available from the Federal Aviation Administration and/or Arizona Department of Transportation, and that this contract, its approval and continuation is contingent on the availability of those funds being made to the PMGAA.
45. **Records and Audit Rights.** Contractor's and subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of any Contractor and Subcontractor employee who works on the Contract, to ensure that the Contractor and its Subcontractor are complying with the warranty (all the foregoing hereinafter referred to as the "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Authority, to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments or claims based on Contractor'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 and (2) evaluation of the Contractor's and Subcontractor's compliance with the Arizona employer sanctions laws. To the extent necessary for the Authority to audit Records as set forth in this Section, Contractor and it

Subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Authority shall have access to said 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 the Authority to Contractor pursuant to this Contract. The Authority shall have access, during normal working hours, to all necessary Contractor and Subcontractor facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this subsection. The Authority shall give Contractor or Subcontractor reasonable advance notice of intended audits. Contractor shall require its Subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Contract.

46. **E-Verify Requirements.** To the extent applicable under Arizona Revised Statutes § 41-4401, the Contractor 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). Contractor's or its Subcontractor's 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 the Authority.

Attachment A
Offer and Acceptance

OFFER TO PHOENIX-MESA GATEWAY AIRPORT AUTHORITY:

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid including Attachment B – Price Page.

For clarification of this offer, contact:

_____			_____
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 Bidder / Contractor is now bound to sell the equipment, materials and/or provide the services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specification, amendments, scope of work, addenda, the Bidder's / Contractor's Price Offer and any best and final offers, as accepted by PMGAA.

This Contract shall henceforth be referred to as Contract Number **C-2018014**. The Bidder / Contractor has been cautioned not to commence any billable work or to provide any equipment, materials or services under this contract until Bidder / Contractor 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 by of the State of Arizona,

Awarded this _____ day of _____, 2017.

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

Attachment B
Price Page

Item	Price
Resurface floor per scope of work including sales tax, COMPLETE	\$ _____
GRAND TOTAL	\$ _____

Exceptions / Clarifications of Bid:

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

Title

Contractor's License Number: _____

Other Certifications: _____

Attachment C Insurance Requirements

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

GENERAL LIABILITY

Required by PMGAA

Not required by PMGAA

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

AUTOMOBILE LIABILITY

Required by PMGAA

Not required by PMGAA

Automobile liability insurance with a combined single limit, or the equivalent, of not less than

\$200,000

\$500,000

\$1,000,000

\$5,000,000

for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable. Proof of coverage is required. All vehicles used by Bidder on PMGAA property shall carry appropriate proof of insurance.

PROFESSIONAL LIABILITY

Required by PMGAA

Not required by PMGAA

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

WORKERS' COMPENSATION.

Required by PMGAA

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

POLLUTION LEGAL LIABILITY

Required by PMGAA

Not required by PMGAA

Pollution Legal Liability insurance with a combined single limit, or the equivalent, of not less than

\$200,000

\$500,000

\$1,000,000

\$2,000,000

for each event. A certificate is required.

EXCESS LIABILITY (Umbrella).

Required by PMGAA

Not required by PMGAA

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

CERTIFICATES OF INSURANCE AND ENDORSEMENTS.

Check one or both if insurance is required: Certificate Required

Endorsement Required

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

NOTICE OF CANCELLATION OR CHANGE.

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

I hereby certify that as an Offeror to Phoenix-Mesa Gateway Airport Authority Solicitation 2018-014-IFB, Hangar 32 Floor Resurfacing, for Phoenix-Mesa Gateway Airport, I am fully aware of Insurance Requirements as specified in this Attachment C and by the submission of this IFB submittal, I hereby assure the Phoenix-Mesa Gateway Airport Authority that I am able to produce the insurance coverage required should I be selected to be awarded the contract.

Should I be awarded the contract by the Phoenix-Mesa Gateway Airport Authority, and then become unable to produce the insurance coverage specified within ten working days, I am fully aware and understand that the Phoenix-Mesa Gateway Airport Authority may not consider me for this and future projects.

Signature of Offeror

Date