

INSTRUCTION TO BIDDERS

1. Communications with the Owner

All Bidder's communications (phone, fax, email, mail or courier, overnight delivery or other service) concerning this Bid shall be directed to the official Point of Contact (the "POC") Gen Grosse, Yuma County Airport Authority, Inc. gen@yumaairport.com Attention or Subject: YCAA – Access Control Updates.

Other than the POC listed above, no Owner official or Owner employee is empowered to speak for the Owner with respect to the Bid. Any information, clarification, or interpretations obtained from any Owner official or Owner employee is used at the Bidders own risk.

Following the Bid submittal deadline, Bidder shall not contact any Owner employee, except the POC identified above. Contact by a Bidder regarding this Bid with an Owner employee other than the POC, may be grounds for rejection of the bid submitted.

2. Entire Contract

The Work is executed under one entire contract as defined in Article 1 of the Construction Contract.

3. Conditions Affecting the Work

In submitting a bid, the Bidders accept the responsibility to carefully examine the existing Plans and Specifications, Drawings and Project Manual, and fully inform themselves about all conditions and limitations affecting the Work. The bidder must be acquainted with:

- The nature and location of the Work,
- The general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, sewer, roads and uncertainties of weather,
- The nature of the project site which will continue to be operational during the entire project which will likely require extensive phasing and work to be completed at night,
- The character, quality and quantity of surface and subsurface materials to be encountered,
- The character of equipment and facilities needed before and during performance of the Work,
- The relation of the Plans and Specification, Drawings, and other Contract Documents to the actual conditions at the Work site (including, without limitation, measurements, dimensions, layout, location of existing or future improvements, etc.),
- And all other matters which can in any way affect the Work or costs under this contract.

After bid submittal, any unforeseen increase in cost is the responsibility of the bidder, not the Owner. The bid must cover the cost of all items required to complete the project in a form acceptable to the Owner.

Any failure by the bidder to acquaint himself with information concerning these conditions does not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work.

Bidders are responsible for errors in pricing their bids or any other matter that results from failure to make the examinations specified above. The accuracy of interpretation of facts disclosed by boring or other preliminary investigation is not guaranteed.

The Owner assumes no responsibility or liability for any discrepancy or omissions in the Plans and Specifications, Drawings, or Contract Documents (or as such discrepancies or omissions related to the Work site, including, without limitation, measurements, dimensions, layout, location of existing or future improvements, etc.), or any understanding or representations made by any of its employees or agents during or prior to the execution of this contract, unless (1) such understanding or representations are expressly stated in the contract, and (2) the contract expressly provides that the responsibility is assumed by the Owner.

4. Questions about the Documents

If any bidder has a question about the meaning of any part of the Plans and Specifications, Drawings, Project Manual, or other proposed Contract Documents, or finds discrepancies or omissions in the Plans, Drawings, Project Manual, or Contract Documents (or as they relate to the actual construction site or its layout, conditions, measurements, dimensions, planned or existing improvements, etc.), they may submit a written request for an interpretation or correction to the appropriate contact in Paragraph 1, above.

Requests should include return address and telephone numbers. The person submitting the request is responsible for its prompt delivery. Any modifications or corrections of the proposed documents will be made only by a duly issued Addendum. A copy of the Addendum will be posted on the Owner's project webpage and emailed to each registered bidder. It is the responsibility of the bidder to ensure he has received all addendums, including those posted on the web site, prior to submitting his bid.

As questions submitted require adequate time for response preparation, Bidders must forward all questions at least 120 hours (5-days) prior to the date and time set forth for the opening of bids.

The Owner will answer questions received within 120 hours (5-days) of the bid opening by posting an Addendum on the Airport's web site at least 24 hours before the bid opening. It is the responsibility for the bidder to check the web site for late addendums posted prior to submitting a bid. Bids which do not acknowledge receipt of all addendums will not be read.

Should any potential Bidder seek and receive information from any other source other than that specified above, any and all information from that source is hereby declared to be invalid in advance of the fact and any and all such information utilized is entirely at the risk of the Bidder.

5. State and Local Laws

Bidders must be familiar with laws, acts, and ordinances of the state, city, and county in which the Project is located prior to execution of the contract.

6. Time of Completion

The successful bidder must commence Work within 10 days after the date of commencement established by the Notice to Proceed and complete all Work within the calendar days referenced in the BID SUMMARY SHEET.

If the Contractor has failed, neglected or refused to complete the Work or any portion of the Work within the time specified, or as modified by Change Order, the Contractor must pay to the Owner, as liquidated damages and not as a penalty, the amount shown on the BID SUMMARY SHEET for each calendar day the Contractor fails, neglects or refuses to perform the Work or any portion of the Work.

The successful bidder acknowledges and agrees that such liquidated damages are a reasonable estimate of the Owner's damages, considering that, under the circumstances, damages occasioned by any delays would be extremely difficult and impractical to ascertain.

7. Consultants

As a matter of identification, the names of consultants employed by the Engineer for various phases of Work are listed on Drawings and/or the Plans and Specifications. Bidders and material suppliers must not communicate directly with any consultants. Questions and requests for decisions and interpretations must be directed to the POC, who will confer with the consultants, if deemed advisable.

8. Changes and Substitutions

Items defined under manufacturers' names and catalog numbers are intended as a basis of quality and not as closed specifications, unless noted otherwise. Items other than those specifically named in Project Manual or indicated on the Drawings and/or Plans and Specifications will be considered, only if a written request for acceptance of such items is received and approved by the Owner.

9. Bids

When submitting a bid, General Contractors shall submit bids using only the "**Bid Proposal Packet**". The **Bid Proposal Packet** contains all the forms from the Project Manual including the Bid Summary Sheet, Required Documents for Bid Proposal and the Bid Form required to submit a bid.

The "Bid Proposal Packet" is a separate file that can be downloaded from the Airports web site. Revised or Amended Bid Proposal Packets may be included as part of an Addendum.

Any Bid Form improperly completed or modified in any respect may be rejected. Each bid must specify the price, written in ink or typewritten, in both words and numeric figures; for example, "one thousand two hundred dollars - \$1,200" for each separate item as required.

If a line-item unit price is left blank the price will be considered as zero (\$0.00) and extended as such.

Bidders must deliver the completed Bid Proposal Packet in a sealed envelope to the location identified in the Advertisement for Bids.

10. Bid Security

As required by A.R.S. § 34-201, each bid must be accompanied by a certified check, cashier's check, or surety bond payable to the Yuma County Airport Authority, Inc., for at least ten percent of the total bid price, including any and all Bid Alternates, as a guarantee that the bidder will enter into a contract to perform the bid in accordance with the plans and Project Manual, within 10 days after the Notice of Award. The surety bond must be issued by a company authorized to transact surety business in the State of Arizona.

If the successful Bidder fails or refuses to execute the required Contract, Performance Bond, and Payment Bond within the time specified in the Item 21 (Award of Contract), the Owner will retain the bid guarantee proceeds as liquidated damages, and not as a penalty, for delay in execution of the contract and as compensation for subsequent acceptance of a higher or less desirable bid. Each bidder acknowledges and agrees that such liquidated damages are a reasonable estimate of the Owner's damages, considering that, under the circumstances, damages occasioned by such conduct would be extremely difficult and impractical to ascertain.

11. Performance Bond and Payment Bond

When the contract is signed, the successful bidder must furnish surety bonds payable to Yuma County Airport Authority, Inc., issued by a surety company authorized to do business in the State of Arizona and represented by an agent doing business in the State of Arizona, as follows:

- a) A bond in an amount equal to one hundred percent of the contract as surety for the faithful performance of the contract.
- b) A bond in an amount equal to one hundred percent of the contract for the payment of just claims for materials, labor, and subcontractors employed by the contractor, as a guarantee of labor and materials used or incorporated in the work, and for the fulfillment of other requirements as may be required by law.

12. Tax Liability Bond / Bond Exemption Certificate

In conformance with Arizona Revised Statutes § 42-5006 and the Arizona Department of Revenue criteria concerning construction project tax liabilities and, as a requirement of this Contract, the successful bidder must furnish to the Yuma County Airport Authority, Inc., one of the following documents when the contract is signed:

- a) A copy of the Tax Liability Bond, issued by the Arizona Department of Revenue, naming this specific project as being bonded.
- b) A current Bond Exemption Certificate, issued by the Arizona Department of Revenue, naming this specific project as being exempt.

13. Telegraphic, Facsimile or Electronic Modification

Telegraphic, facsimile, or electronic modifications of bids already received by the Finance Office will not be permitted. Modifications to submitted bids must follow the process delineated under

Item 15 (Withdrawal of Bids) below, whereby bids are withdrawn, modified, and resubmitted to the Chief Financial Officer in person before the specified date and time of the bid opening.

14. Disqualified Bidders

The Owner will not accept bids or award contracts to any person in arrears to the Owner for any debt or contract, in default on any Surety bond, or otherwise deficient in any obligation to the Owner, the City of Yuma or Yuma County.

15. Withdrawal of Bids

A bidder may withdraw his bid prior to the deadline for bid submittal by submitting a written request for its withdrawal. Bids received after the time for opening bids or received at any place other than the place specified for receiving bids will not be considered.

If a bidder withdraws his bid after the time set for opening bids, the bid bond is subject to forfeiture as liquidated damages, and not as a penalty. Each bidder acknowledges and agrees that such liquidated damages are a reasonable estimate of the Owner's damages, considering that, under the circumstances, damages occasioned by such conduct would be extremely difficult and impractical to ascertain.

16. Method of Award

Contractor shall complete all bid proposals for the base bid.

The Owner reserves the right to award any combination of the Base Bid and amended Additive Alternatives and reserves the right to reject any or all bids or to withhold the award for any reason. Base bid, unit prices, alternate prices, the bidder's prior experience with similar projects and time of completion may individually or collectively be considered as the basis for award of the Contract.

17. List of Subcontractors

Each bidder must list the names of subcontractors proposed to be employed for work in the proper space on the Bid Form.

Once the Contract is awarded, the subcontractor list cannot be changed unless the Owner gives prior written permission.

18. Qualifications

A bidder represents it has the financial resources and necessary skills and experience to carry work through all stages to completion. A bidder unable to show evidence of these abilities to the satisfaction of the Owner is not eligible for award.

19. Addenda

Any addenda issued during the time of bidding, are part of the documents for the preparation of bids and must be addressed in the bid.

20. Bid Opening

Bids will be opened and publicly read aloud at the time and place specified in the Advertisement for Bids. Bidders are invited to be present at the opening.

21. Award of Contract

The contract will be awarded, or all bids will be rejected within the number of days the bids must be held open as specified on the BID SUMMARY SHEET. The Owner reserves the right to accept or reject any or all bids or to waive any informality in any bid. The successful bidder will be notified in writing at the address listed on the bid that his bid has been accepted and that he has been awarded the contract. The successful bidder must return by the date indicated in the Notice of Award an executed copy of the Contract, the Certificate of Vote, the Performance Bond, the Payment Bond, Insurance Certificates, ADOR Tax Liability Bond (or Tax Liability Bond Exemption Certificate) to the Airport's Chief Financial Officer.

If the contract is awarded to a corporation or limited liability company, the Owner may require proof of valid incorporation and identification of authorized corporate/company agents before signing the contract. If the contract is awarded to a general partnership, limited liability partnership, or limited partnership, the Owner may require proof of valid registration with the Arizona Secretary of State, and identification of authorized partnership agents before signing the contract.

If the successful bidder fails to sign and return the contract by the date indicated in the Notice of Award letter, the award may be annulled at the sole discretion of the Owner and may result in forfeiture of the firm's bid bond. The contract may then be awarded to the next lowest qualified bidder.

22. General Requirements

The bidders must bid on all items listed, unless otherwise specified on the Bid Form.

Bidder must present satisfactory evidence of performance skills and ability and the necessary Contractor's license and other appropriate documents required to do business in the State of Arizona for the fulfillment of this proposed contract.

In addition, bidder must supply any additional information and supporting evidence of ability to do work under the contract upon request. The successful bidder must possess or obtain a City of Yuma Business License, prior to the commencement of construction.

23. Filing Bids

As provided in the Advertisement for Bids, all bids must be submitted in a plainly marked and sealed envelope addressed to the Chief Financial Officer, Yuma County Airport Authority.

The sealed bid envelope shall be marked "**Airport Access Control System Project at the Yuma International Airport.**" The bidder's name, address and state Contractor's Registration and Class Number shall appear in the lower left hand corner of the envelope.

24. Form of Bid and Signature

The bid must be on the form provided. The bidder must fill in dollar amounts and be able to perform the Work required by the contract. The bid must be signed as follows:

- a) If the bidder is an individual, the bidder must sign his full name and address.
- b) If the bidder is a partnership, a partner must sign his name, the name of the partnership and business address, and list the names of all other partners.
- c) If the bidder is a corporation, an officer or authorized agent must sign his name, the corporate name, business address, and titles of all officers of the corporation.
- d) If the bidder is a limited liability company, an officer or authorized agent must sign his name, the company name, business address, and titles of all officers of the company.

Telegraphic, electronic or facsimile bids will not be considered.

Bidders must properly complete blank spaces on the bid. The wording of the bid must not be changed. Unauthorized conditions, limitations, or provisions attached to the bid will either be ignored or result in rejection of the bid. Alterations by "erasure or line through" must be explained in writing and signed by the bidder.

25. Permits, Licenses, Fees and Taxes

The contractor will pay for city fees and permits directly to the City. The bidder is responsible for procuring all permits and licenses; and accomplishing all other tasks associated with permits, fees, giving any notices necessary and incident in performing the Work.

26. Information Available to Bidders

- a) All documents including the Drawings, Plans, Specifications, are available for viewing at the Prime Engineer's office indicated on the BID SUMMARY SHEET as well as the Airport's website.
- b) In preparing the bid, each bidder must consider and evaluate data contained in these documents and of the location where the Work shall take place.
- c) The Construction Drawing sheets are organized to represent the total work for the base bid.

27. Disadvantage Business Enterprise Program

Applicable Federal Regulations:

As a recipient of U.S. Department of Transportation Funding (USDOT), the Airport has agreed to abide by the provisions and assurances found in 49 CFR Part 26. Therefore, this contract is subject to DBE requirements issued in 49 CFR Part 26. All certified DBE firms, as defined in 49 CFR Part 26, shall have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. The prime contractor must track and report DBE participation that occurs as a result of procurement, joint venture, goods/services, or other arrangement involving certified DBEs.

DBE Participation:

For this solicitation, the Airport has not established a race-conscious DBE participation goal (e.g., contract goal). The airport extends to each firm, vendor, supplier, contractor, and subcontractor an equal economic opportunity to compete for business. The Airport uses race-neutral measures to facilitate participation by DBEs to perform part of the work that a prime contractor might otherwise perform.

Counting DBE Participation:

The Airport will count DBE participation as authorized by 49 CFR Part 26.

DBE Certification:

Only firms (1) certified by the Arizona Unified Certified Program (AZUCP), and (2) contracted by the prime contractor to perform a function on scopes of work for which they are certified, may be considered as DBE participation on this contract.

END OF INSTRUCTIONS TO BIDDER