

## REQUEST FOR QUALIFICATIONS (RFQ)

### BUSINESS CONTINUITY PLAN DEVELOPMENT SERVICES

#### MESA GATEWAY AIRPORT AUTHORITY (MGAA)

Issue date: February 27, 2025

Dates & times are subject to change

<b>RFQ INFORMATION</b>	
<b>SOLICITATION 2025-008-RFQ</b>	
Contact	Marian Whilden, Procurement Officer
Email Address	<a href="mailto:mwhilden@gatewayairport.com">mwhilden@gatewayairport.com</a>
Pre-Submittal Meeting	There is no pre-submittal meeting for this solicitation
Site Tour	There is no site tour for this solicitation
RFQ Submittal Mailing/Delivery Address	5835 S. Sossaman Road Mesa, Az 85212
Due Date for Questions and Clarifications	March 21, 2025 by 5:00 PM (Arizona Time)
*RFQ Submittal Due Date	April 2, 2025 by 2:00 PM (Arizona Time)
Interviews (if conducted)	Week of May 12, 2025

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

## Request for Qualifications

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## Public Record Notice

All submittals in response to this solicitation shall become the property of Mesa Gateway Airport Authority (“MGAA”), shall not be returned to Offeror and shall become a matter of public record available for review subsequent to the contract award.

**Please note that MGAA’s Procurement Policy requires:**

If the Offeror deems any portion of its submittal as confidential, the Offeror must label each and every page of the confidential portions with: “Trade Secret”, “Confidential” and/or “Proprietary”. The Offeror must also list each of the materials it deems confidential at the beginning of its submittal, and provide a written, detailed justification for not making such material public, along with its submittal.

Additional information and requirements can be found in MGAA’s complete “Public Access to Procurement Information” contained in MGAA’s Procurement Policy that is available under the Policies, Documents and Forms link at:

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

MGAA encourages all Offerors to review this policy in its entirety prior to submitting a Statement of Qualifications.



## SUBMITTAL CHECKLIST

This checklist is provided for your convenience only. You do not need to submit it with your proposal. See the RFQ for more information regarding each item.

- Submittal Cover Sheet
  
- Tabs A through F**
  - Requested Submittal Information
  
- Tab G**
  - Attachment A, Standard Certifications.
  - Attachment B, Authorization for Release of Performance Information and Waiver.
  - Attachment C, Certificate of Insurability
  - Attachment D, Agreement Review Statement
  - Attachment E, References
  - Resumes
  
- Tab H**
  - Attachment F, Addenda Acknowledgement (if issued, check website).
  
- Four (4) complete copies of Offeror's submittal
- One (1) electronic copy of Offeror's submittal

**REQUEST FOR QUALIFICATIONS  
SOLICITATION #2025-008-RFQ FOR  
BUSINESS CONTINUITY PLAN DEVELOPMENT SERVICES**

**SUBMITTAL COVER SHEET**

**Name of Offeror:** \_\_\_\_\_

**Principal Address:** \_\_\_\_\_

\_\_\_\_\_

**Primary Point of Contact:** \_\_\_\_\_

**Cell/Direct Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

The undersigned hereby affirms that:

- The undersigned is a duly authorized agent of the Offeror
- The undersigned has read and understands all terms, conditions and commitments contained within the RFQ and any addenda issued and fully understands and accepts these terms by submission of an offer.
- The submission is being offered independently of any other Offeror and did not involve collusion or other anti-competitive practices.

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date



## Section One - Offeror Information and Instructions

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### A. GENERAL INFORMATION ON SOLICITATION PROCESS

1. **Availability of Solicitation.** The solicitation package is available on MGAA's website ([www.gatweayairport.com](http://www.gatweayairport.com)) under the [Current Solicitations](#) section under the Business | Procurements, Vendors & Surplus Property section.
2. **Addenda.** If MGAA deems it necessary to amend the solicitation, an Addendum will be prepared in writing and posted to MGAA's website. Offerors are responsible for obtaining all addenda via MGAA's website within the relevant solicitation in the [Current Solicitations](#) section under the Business | Procurements, Vendors & Surplus Property section or by other means. Any Addenda issued by MGAA will become a part of the RFQ. Offeror shall acknowledge receipt of each addendum by completing Attachment F and returning the document, as part of the Offeror's submittal under this RFQ.
3. **Familiarization with Requirements.** It is the Offeror's responsibility to examine the entire solicitation package and seek clarification of any requirement or contract terms that may not be clear and to check all responses for accuracy before submitting a response. Negligence in preparing a submittal confers no right of withdrawal after due date and time. All submissions must comply with applicable MGAA rules, regulations and policies.
4. **Cost of Submittal Preparation.** MGAA shall not reimburse the cost of, nor pay any expenses related thereto, developing, presenting or providing any response to this solicitation. Bids, proposals and/or statements of qualifications submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
5. **Inquiries.**
  - a. **Contact Person.** Any inquiry related to a solicitation, including any requests for or inquiries regarding standards referenced in the solicitation should be directed to the staff member listed on the cover page of the solicitation. The Offeror shall not contact or direct inquiries concerning this solicitation to any other MGAA employee unless the solicitation specifically identifies additional person(s) as a contact.
  - b. **Submission of Inquiries.** All inquiries shall be submitted to the staff member listed on the cover page of the solicitation, via electronic mail, and shall refer to the appropriate solicitation number, page and paragraph. MGAA shall consider the relevancy of the inquiry but is not required to respond in writing. All questions must be submitted by the date and time specified in this RFQ for MGAA to consider its relevancy.
  - c. **Oral Responses.** Oral interpretations or clarifications will be without legal effect. An Offeror shall not rely on oral responses to inquiries. An oral reply to an inquiry does not constitute a modification of the solicitation.
6. **Solicitation Results.** Results are not provided in response to telephone inquiries. A list of Offerors that submitted a statement of qualifications will be published on MGAA's website under the relevant solicitation within the [Current Solicitations](#) section.
7. **Protest of Solicitation or Specifications (Before Bid Opening).**
  - a. Any interested person aggrieved in connection with the solicitation of a contract shall protest irregularities in the IFB, RFP, or RFQ within three business days from the date the protester knew or should have known of the basis for the protest and, in any case, at least five business days before opening bids or proposals.



- b. All protests must be made in writing to the Purchasing Director. Each protest must state the specific factual and legal grounds on which the protest is based. The protester must also include with the protest all pertinent documents and all supporting evidence. MGAA need not accept any protest that fails to comply with the requirements of this section. The protester's failure to timely protest specifications or other solicitation terms and conditions constitutes a waiver of the protest.
  - c. If a timely protest before bid opening is made, MGAA may proceed with the solicitation or with the award of the contract unless the Purchasing Director determines in writing that the protest should be sustained or that an addendum addressing the protest should be issued.
- 8. Protest of Award Recommendation.**
- a. A protest made after the deadline for bids or proposals, including challenges to the evaluation committee, must be submitted in writing to the Purchasing Director.
  - b. A protest must be received by the Purchasing Director within five business days following public posting of MGAA's award recommendation. The formal protest must contain the following information.
    - i. MGAA's solicitation identification number and title.
    - ii. Name and address of the protester, the title or position of the person submitting the protest, and a statement that the protest has been authorized by the protester and the protest is made in good faith.
    - iii. A statement of all facts alleged and all rules, regulations, statutes, or constitutional provisions that entitles the protester to relief.
    - iv. All other information, documents, materials, legal authority, and evidence in support of the protest.
    - v. A statement indicating the precise relief sought by the protester.
  - c. The Purchasing Director will make a written decision on the protest within ten business days after it is received.
  - d. The Protester may appeal the Purchasing Director's decision to the Executive Director. Any appeal must be filed with the Executive Director within three business days after the protester receives the Purchasing Director's decision.
  - e. The Executive Director may hear the appeal or appoint an independent hearing officer to do so. If a hearing officer is appointed, the hearing officer shall conduct an informal hearing on the appeal within 10 business days from receipt of the appeal. The hearing officer shall promptly prepare an informal decision and recommendation on the appeal for the Executive Director's consideration. The hearing officer shall promptly serve the recommendation on the protester.
  - f. Upon receipt of the hearing officer's recommendation, or if no hearing officer is appointed, the Executive Director shall decide any protest for a solicitation valued at less than \$50,000. For solicitations valued less than \$50,000 or sustained protests, the Executive Director's decision is final. For solicitations valued over \$50,000 and the Executive Director is recommending denial of the protest, the Executive Director shall make a recommendation to the Board, and the Board shall make the final decision regarding award of the contract.
  - g. Notice of the Board's final decision must be furnished to the protesting party, in writing, by the Purchasing Director.
- 9. Special Provisions.** Wherever special provisions are written into the Special Provisions and Specifications (Section Two), which are in conflict with conditions stated in these Information and



Instructions to Offerors, the provisions stated in the Special Provisions and Specifications, shall take precedence.

10. **Conduct.** All submissions and Offeror conduct must comply with applicable MGAA policies, rules and procedures. Direct contact with MGAA Board of Directors and/or MGAA representatives or staff other than as specified in this solicitation, on any subject related to this solicitation is expressly prohibited except with the prior knowledge and written permission of the Procurement Officer listed above. Unauthorized contact of any MGAA Board of Directors, and/or MGAA staff or representatives may be cause for rejection of SOQs.
11. **Cancellation of RFQ.** MGAA may cancel this RFQ at any time.
12. **Title VI Solicitation Notice.** The Mesa Gateway Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged businesses enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

## **B. SOQ PREPARATION AND SUBMITTAL**

1. **SOQ Preparation.**
  - a. Forms. All SOQs shall include the required forms provided in this solicitation. It is permissible to copy these forms if required.
  - b. No Facsimile or Electronic Mail Responses. SOQs may not be submitted via facsimile or electronically. Facsimiles or other electronic mail SOQs shall not be considered.
  - c. Confidential, Trade Secret and Proprietary Information. Requests for nondisclosure of information deemed Confidential, Trade Secret, and/or Proprietary must be made in accordance with MGAA's Procurement Policy. Please review MGAA's complete "Public Access to Procurement Information" contained in MGAA's Procurement Policy that is available under the Policies, Documents and Forms link at: <http://www.gatewayairport.com/policiesdocumentsandforms>.
2. **SOQ Submittal.**
  - a. Submission Package. The specified number of copies of the submittal (see Section Two) should be contained in each submission package. Each submittal package/envelope should be firmly sealed and clearly marked on the outside with the solicitation number, "Statement of Qualification" and the name and address of the Offeror.
  - b. Late Submittals. Late submittals will be rejected and not be considered.
  - c. No Modifications. Modifications are not permitted after SOQs have been opened except as otherwise provided under applicable law, such as a specific request by MGAA for a requested Best and Final Offer (BAFO). All modifications shall be made in writing and executed and submitted in the same form and manner as the original SOQ.
  - d. Withdrawal of SOQ. SOQ submittals may be withdrawn at any time prior to the specified due date and time. An Offeror (or authorized representative) may withdraw the response by notifying the designated contact for this solicitation in writing on company letterhead. Facsimiles or other electronic format withdrawals shall not be considered.





### 3. SOQ Evaluation.

- a. Conformance to RFQ. Each SOQ received will be checked for the presence or absence of required information in conformance with the submission requirements of this RFQ and to ensure that the submittal is fully responsive to the specifications listed.
- b. Disqualification. An Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity will have its response rejected.
- c. Clarifications. MGAA reserves the right to obtain Offeror clarifications where necessary to arrive at full and complete understanding of Offeror's response. Clarification means a communication with an Offeror for the sole purpose of eliminating ambiguities in the SOQ and does not give Offeror an opportunity to revise or modify its submittal.
- d. Response Rejection. Except as provided in Attachment D with respect to specific requests related to the Standard Professional Services Agreement, submission of additional terms, conditions and/or agreements with the SOQ response may result in rejection. Inclusion of general or vague statements or invitations to discuss further with the SOQ response Attachment D may result in rejection.

### 4. Award of Contract.

- a. Rights of MGAA. MGAA reserves the right to award to whichever Offeror(s) is deemed most advantageous to MGAA. MGAA may reject any or all submittals, waive any minor informality or irregularity in submittals received, reject any alternate submittals and reserves the right to reject the submittal(s) of any Offeror who has previously failed to perform competently in any contract with MGAA.
- b. Selection. The contract shall be awarded using the criteria outlined in Section Two.
- c. Notification. Prior to contract award, the selected successful Offeror(s) will be notified of their apparent selection for contract award.
- d. Agreement Execution. The selected Offeror(s) will be required to execute MGAA's Professional Services Agreement for the services specified in this RFQ (see Exhibit 1). If the Professional Services Agreement is not executed within 30 days from Notice of Intent to Award, MGAA reserves the right to cancel the award with the selected Offeror(s) and begin negotiations with the next highest-ranked Offeror(s). If the Professional Services Agreement is not executed with the next highest-ranked Offeror(s) within 30 days from MGAA's Notice of Intent to Award to the next highest-ranked Offeror(s), MGAA reserves the right to continue to offer the award to the subsequent ranked Offerors until an agreement is executed or MGAA cancels the solicitation.



## Section Two – Special Provisions and Specifications

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### A. PROJECT DESCRIPTION

The Mesa Gateway Airport Authority (MGAA) is seeking a qualified firms or individual(s) to develop a comprehensive Business Continuity Plan (BCP) for all business units within the Airport. The BCP will help MGAA ensure stability in the face of operational interruptions including, natural disasters, power outages, cyber-attacks, public health emergencies, and other disruptions. The BCP shall encompass clear policies, recovery strategies and contingency plans for restoring critical business processes.

### B. MINIMUM REQUIREMENTS

The requirements listed below are the minimum requirements and are intended to govern, in general, the requirements desired. MGAA reserves the right to evaluate variations from these specifications. Minimum requirements for Offerors to submit a Statement of Qualifications (SOQ) under this solicitation are as follows:

1. Offeror must have current aviation consulting experience working with commercial service airports within the past three (3) years.
2. Proposed project manager must have completed, or worked on a portion(s) of, a BCP with other Airport Authorities, or municipal commercial airports within the past seven (7) years. These commercial airports must have daily commercial service.
3. All work must be completed by the Offeror/Offeror's firm. Subcontracting will not be allowed.
4. The selected Offeror will be required to sign a Nondisclosure Agreement prior to contract commencement.

### C. SCOPE OF SERVICES

The Scope of Services may include, but is not limited to, the following services:

1. Assess and identify vulnerabilities to MGAA
2. Developing business impact analysis'
3. Assist MGAA in identifying critical business operations that need to be maintained in the event of an unexpected disruption.
4. Develop steps for MGAA to recover, respond, communicate, and identify the roles and responsibilities of team members who will implement plans when a disruption occurs.
5. Develop policies with specific operational and contingency plans that detail approaches and processes for restoring critical business operations
6. MGAA currently has an Emergency Operation Center, as well as guidelines for its activation and operation, however MGAA would like this to be evaluated as part of the BCP plan.
7. The final BCP document shall be created in a format that allows portions of it to remain separate as it pertains to sensitive information. The plan should be created in a format that is easy to update and maintain as changes occur at the airport. The preferred format is Microsoft Word, unless otherwise approved by MGAA. The proposed solution should not require the use of propriety storage, or vendor exclusive cloud hosting.

### D. CURRENT RELEVANT INFORMATION FOR MGAA

1. MGAA is an airport authority and is not part of a municipal organization.
2. MGAA consists of 9 departments: Executive, Business Development, Community & Government Relations, Human Resources, Engineering & Facilities, Fixed Base Operator (FBO), Operations & Maintenance, Finance, and Information Technology.
3. MGAA has a staff of 119 employees and an operating budget of \$32 million.
4. MGAA's Air Traffic Control Tower is a contract tower, therefore aspects of it will be within the scope of this BCP.

5. MGAA's commercial terminal is a common-use terminal that consists of 11 gates, and 36 ticket counter positions, and two bag belts.
6. MGAA is classified by the most recent FAA NPIAS as a Small Hub airport.
7. All MGAA departments currently have portions of a recovery and response plan. Please note, some of these plans are considered sensitive information and will be incorporated into the Business Continuity Plan, but must remain separate for security reasons.
8. MGAA's critical business systems are on-premise.
9. MGAA's preference is for the selected Offeror to perform the majority of the work onsite, however, some work may be completed remotely at MGAA's approval.
10. Sensitive Security Information (SSI) will be shared with the selected Offeror in person, not electronically.
11. MGAA will maintain the BCP on an ongoing basis once finalized and approved.

## **E. KEY PERSONNEL**

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

## **F. SUBMITTAL INSTRUCTIONS AND REQUIREMENTS**

Offerors interested in responding to this solicitation should submit a SOQ to address the RFQ criteria as specified. In addition, the following requirements apply:

1. Submit four (4) copies of the SOQ.
2. Submit (1) complete electronic copy of the SOQ and all attachments on a flash drive or CD.
3. Submit the SOQ in a sealed envelope with the solicitation number and the Offeror's name and address clearly indicated on the envelope.
4. Organize the SOQ into the sections listed below. Each section should be delineated by a divider with a tab labeled appropriately.
5. SOQs should be sturdily bound.
6. All sheets should be letter size (8½"×11") and must have a page number. This SOQ may not exceed thirty-five (35) single-sided pages. Submissions exceeding the page limit may be considered non-responsive and may be returned to the Offeror without further evaluation. Pages having photos, charts, and/or graphs that provide additional evaluation information will be counted towards the maximum number of pages.
7. SOQ is written/typed in ink.
8. Font size shall be no smaller than 11pt.
9. Offeror may **NOT** include **any** pricing/fees/commissions/policies or similar information in its submittal under this RFQ. If pricing/fees/commissions or similar information is included in Offeror's submittal, it shall be deemed nonresponsive and be rejected and not evaluated or considered in the selection process.
10. **Late Submittals will not be accepted.**

Failure to include all information requested may cause such incomplete SOQs to be rejected and not be evaluated or considered in the selection process.



Information included within the SOQ may be used to evaluate your firm as part of any criteria regardless of where that information is found within the SOQ. Information obtained from the SOQ and from any other relevant source may be used in the evaluation and selection process.

The following information is not included in the page limit:

1. Submittal Cover Sheet
2. Tabs
3. Table of Contents
4. General Information under Tab B
5. Resumes for each key team member, a maximum of 2 pages each
6. Attachments A through E

Please submit only the Submittal Section. Do not submit a copy of the entire solicitation document. Offeror is to Submit the Following:

**Tab A – Table of Contents (with page numbers)**

**Tab B - General Information** (maximum of one page)

1. Cover Letter identifying the full company name and primary place of business, legal company organization information (Corporation, LLC, Joint Venture, etc.), and a brief introduction of the company as it relates to the requested services.

**Tab C - Relevant Firm Experience**

1. Firm's overall service capability as it relates to this project. Include:
  - a. The number of years Offeror has been providing BCPs for commercial airports
  - b. Staff size and location for the office responsible for producing MGAA's BCP
2. List and briefly describe at least three (3) comparable projects completed by your firm or currently in progress. Include your firm's role and discuss contract amendment history, if applicable. For each project, also include:
  - a. Contract value
  - b. Project owner
  - c. Project location
  - d. Contact start and end dates
3. Offeror's capability and intent to proceed without delay if selected for this work.
4. Provide an organizational chart with names and titles of senior management, including the proposed project manager.

**Tab D - Project Team Experience & Qualifications**

1. Identify key team members and the role each member is expected to play. Describe the experience, education, knowledge, skills, and certifications each possesses as they relate to their proposed role.
2. Provide resumes of each proposed team member (include under Tab G).

**Tab E - Project Understanding and Approach**

1. Describe your understanding of the project.
2. Describe your proposed methodology for addressing the items listed in the Scope of Work. Include:
  - a. A framework of the BCP Plan
  - b. Approach to risk assessment and business impact analysis
  - c. Any standards such as National Institute of Standards and Technology (NIST) or International Organization for Standardization (ISO) that will be followed as part of your approach.
3. Provide a Table of Contents from a BCP that the proposed project manager has worked on with other Airport Authorities, or municipal commercial airports.



4. Provide a timeline, with key milestones, from project kickoff to completion.
5. Describe your approach to operating within an agreed budget and schedule.
6. Describe your planning, scheduling and project management tools.

**Tab F – Other**

1. List and describe:
  - a. Any litigation, arbitration and/or claims filed by your firm against any project owner as a result of a contract dispute
  - b. Any claim filed against your firm
  - c. Termination from a project
2. Complete Attachment E, References. These should correspond to the projects listed under Tab C, #2 (include this attachment under Tab G).

**Tab G - Appendices**

1. Attachment A, Standard Certifications
2. Attachment B, Authorization for Release of Performance Information and Waiver
3. Attachment C, Certificate of Insurability. Within ten days of execution of a contract with MGAA, the successful Offeror shall furnish proof of insurance meeting the requirements of, and in the amounts listed in Exhibit 1, sample Standard Professional Services Agreement.
4. Attachment D, Agreement Review Statement
5. Attachment E, References
6. Resumes for proposed key team members, 2-page maximum for each resume.

**Tab H – Addenda Acknowledgement (if applicable)**

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

**G. EVALUATION CRITERIA**

Submittals will be evaluated based on the following criteria:

Points	Category
30	Relevant Firm Experience
30	Project Team Experience & Qualifications
30	Project Understanding & Approach
10	Other (including submittal completeness)
100	Total Score

**H. SELECTION PROCESS**

1. MGAA will appoint an evaluation panel to evaluate each Offeror’s qualifications. Using the criteria and weighting listed herein, the evaluation panel will rank the Offerors in order of highest to lowest score.
2. MGAA may contact and interview references provided by each Offeror. References will be scored under Other in the Evaluation Criteria.



3. The evaluation panel may, at its sole discretion, select the highest-ranked Offeror solely based on the evaluation panel's scoring of the Offerors' SOQs and references without interviews or additional submissions.
4. Alternatively, the evaluation panel may, at its sole discretion, create a short list of the top-ranked Offerors and thereafter conduct interviews regarding the project with the short-listed top-ranked Offerors. If interviews are conducted, the evaluation panel will re-score the short-listed Offerors according to the Evaluation Criteria and re-rank the short-listed Offerors in order of highest to lowest score.
5. Offerors may be evaluated in accordance with the Evaluation Criteria using information obtained by any combination of the following: 1) Statements of Qualifications (SOQs) submitted in response to this RFQ; 2) reference verification; 3) interview performance (if conducted); and 4) any information from any source about the Offeror, including past and current performance on MGAA projects, whether included in the SOQ or not.
6. A notification will be posted on the Airport's web site following a selection determination.

## Section Three – Standard Terms and Conditions

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1. **Certification.** Offeror certifies:

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

2. **Termination of Contract.**

- a. MGAA reserves the right to cancel this Contract in whole or in part due to failure of Offeror to carry out any term, promise, or condition of the Contract. At least ten (10) business days before terminating the Contract, MGAA will issue a written notice of default specifying one of the following reasons. MGAA shall, at all times during the term of the Contract or any extension term thereto, have the sole authority to determine if the default has been cured to its satisfaction. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this Contract.
  - (1) Offeror has provided personnel that do not meet the requirements of the Contract.
  - (2) Offeror has failed to perform adequately the stipulations, conditions or services/specifications required in this Contract.
  - (3) Offeror has attempted to impose on MGAA personnel or materials, products, or workmanship of unacceptable quality.
  - (4) Offeror 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) Offeror has failed to make progress in the performance of the requirements of the Contract or Authorization of Services, or Offeror fails to give MGAA adequate assurance the Offeror will perform the Contract in full and on time.
  - (6) Each payment obligation of MGAA created hereby is conditioned on the availability of MGAA, state, and/or federal funds appropriated for payment of the obligation. If funds are not available or allocated by MGAA for continuance of service under this Contract, then MGAA may terminate the Contract. MGAA shall promptly notify Offeror regarding the service that may be affected by a shortage of funds. No penalty accrues to MGAA if this provision is exercised, and MGAA shall not be liable for any future payments due or for any damages as a result of termination under this paragraph.
- b. This Contract may be terminated at any time by mutual written consent or by MGAA - with or without cause - provided the terminating party gives fourteen (14) calendar days' advance written notice to the other party. MGAA may terminate this Contract, in whole or in part, for MGAA's convenience and with fourteen (14) days' written notice. If this Contract is terminated, then MGAA is liable only for services rendered and material received, certified, and approved by MGAA under the Contract before the termination effective date.
- c. Upon termination of the Contract, the Consultant must deliver to MGAA all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by Owner, its Engineer, Architect, or representative, under this contract, whether complete or partially complete.



3. **Dispute Resolution.**
  - a. **Negotiations.** If a dispute arises out of or relates to this Contract or its breach, the parties to this Contract shall endeavor to settle the dispute through direct discussions as a condition precedent to mediation or binding dispute resolution.
  - b. **Mediation.** Should the parties to this Contract be unable to resolve their dispute through direct negotiations, the parties to this Contract, upon the written request of either, shall engage in mediation, to be administered privately by a mediator and according to rules mutually agreed upon by the parties to this Contract, or, the absence of such mutual agreement, by a mediator appointed by JAMS and administered by JAMS in accordance with its then-current mediation rules. The fees and costs of mediation shall be split equally by the parties to this Contract, but subject to reallocation following binding dispute resolution.
  - c. **Binding Dispute Resolution.** Should the parties to this Contract be unable to resolve their dispute through direct negotiations or mediation, either party may, within the time limitations for bringing claims under Arizona law and this Contract, commence formal dispute resolution proceedings. Both parties to this Contract consent to binding arbitration administered by JAMS according to its then current arbitration rules, provided, however, that (i) in the event both parties agree, the arbitration may be administered privately by an arbitrator and according to rules mutually agreed upon by the parties to this Contract, and (ii) in the event any party seeks relief against the other party or against a non-party which cannot fully be granted in arbitration, by reason of non-joinder or otherwise, the parties to this Contract are excused from this arbitration requirement and the parties to this Contract shall proceed in the state or federal courts of competent jurisdiction and located in Maricopa County, Arizona. In any arbitration or litigation, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs as determined by the arbitrator or court as applicable.
4. **Independent Contractor.** At all times, each party acts in its individual capacity not as agent, employee, partner, joint venturer, or associate of the other party. An employee or agent of one party may not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. Neither Offeror nor any of its employees are entitled to compensation from MGAA in the form of salaries, paid vacation, or sick days. MGAA will not provide any insurance to Offeror, including *Workers' Compensation* coverage. MGAA will not withhold FICA, taxes, or any similar deductions from MGAA's payments under this Contract.
5. **Affirmative Action.** Offeror shall abide by all the federal and state of Arizona provisions for equal opportunity in the workplace.
6. **Human Relations.** Offeror shall abide by all the federal and state of Arizona provisions against discrimination of disadvantaged business enterprises in applicable MGAA contracts.
7. **Non-Exclusive Contract.** This Contract is for the sole convenience of MGAA. MGAA reserves the right in its discretion to obtain the same or similar goods or services from any other source.
8. **Americans with Disabilities Act.** Offeror shall comply with all applicable provisions of the *Americans with Disabilities Act* (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the *Act*.
9. **Confidentiality of Records.** Offeror shall establish and maintain procedures and controls that are acceptable to MGAA for the purpose of assuring that no information contained in its records or obtained from MGAA or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under this Contract. Persons requesting such information should be referred to MGAA. Offeror also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Offeror as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by MGAA.
10. **Gratuities.** MGAA may, by written notice to the Offeror, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Offeror or any agent or representative of Offeror, to any officer or employee of MGAA involved in the amending, or the making of any determinations with respect to the performing of such Contract. If this Contract is canceled by MGAA under





this provision, MGAA shall, in addition to any other rights and remedies, repay to the Offeror the amount of the gratuity.

11. **Applicable Law.** This Contract shall be governed by the laws of the state of Arizona, and suits pertaining to this Contract shall be brought only in federal or state courts in the state of Arizona.
12. **Contract.** This Contract is based on and the result of a negotiated Scope of Work and Proposal, Bid or Statement of Qualifications submitted by Offeror under this RFP, IFB or RFQ. The Contract contains the entire agreement between MGAA and Offeror. No prior oral or written agreements, contracts, proposals, negotiations, purchase orders, or master agreements (in any form) are enforceable between the parties.
13. **Contract Amendments.** This Contract shall be modified only by a written amendment signed by the MGAA Executive Director or its designee, and persons duly authorized to enter into contracts on behalf of Offeror.
14. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
15. **Severability.** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract, which may remain in effect without the valid provision, or application.
16. **Protection of Government Property.** Offeror shall use reasonable care to avoid damaging all MGAA property, including buildings, equipment, and vegetation (such as trees, shrubs, and grass). If Offeror damages MGAA's property in any way, Offeror shall immediately report such damage to MGAA and repair or replace the damage at no cost to MGAA, as directed by the MGAA Executive Director. If Offeror fails or refuses to repair or replace the damage, then MGAA may terminate the Contract, and MGAA shall deduct the repair or replacement cost from money due Offeror under the Contract.
17. **Interpretation – Parol Evidence.** This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
18. **Subcontracts.** Offeror shall not assign any rights or interest nor enter into any subcontract with any other party to furnish any of the materials, goods or services specified herein without the prior written permission of MGAA. MGAA may, at its sole discretion, accept or reject proposed subcontractors or assignment. MGAA shall notify Offeror of its acceptance or rejection within forty-five (45) days of written request by Offeror. All subcontracts shall comply with federal and state laws and regulations applicable to the materials, goods or services covered by the subcontract and shall include all the terms and conditions set forth herein, which shall apply with equal force to the subcontract, as if the subcontractor were the Offeror referred to herein. Offeror is responsible for Contract performance whether subcontractors are used.
19. **No Waiver.** No provision in this Contract shall be construed, expressly or by implication, to waive either party's existing or future claim, right, or remedy available by law for breach of contract. The failure of either party to insist on strict performance of any Contract term or condition; to exercise or delay exercising any right or remedy provided in the Contract or by law; or to accept materials, services, or Offeror's services under this Contract or imposed by law, shall not be deemed a waiver of any right of either party to insist upon strict performance of the Contract.
20. **Warranties.** Offeror warrants that all materials and services delivered under this Contract shall conform to the specifications thereof. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by MGAA, shall not alter or affect the obligations of Offeror or the rights of MGAA under the foregoing warranties. Additional warranty requirements may be set forth in this Contract.
21. **Indemnification.** To the fullest extent permitted by law, Offeror shall defend, save, indemnify, and hold harmless MGAA, its agents, representatives, officers, directors, officials, and employees (collectively the



“Indemnitees”), for, from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the Offeror’s acts, errors, omissions, or mistakes relating to Offeror’s services under this Contract.

22. **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.
23. **Advertising.** Offeror shall not advertise or publish information concerning this Contract without prior written consent of MGAA.
24. **Right to Inspect.** MGAA may, at reasonable times, and at MGAA’s expense, inspect the place of Offeror’s or any of Offeror’s subcontractor’s business, which is related to the performance of this Contract or related subcontract.
25. **Force Majeure.** In the event either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Contract to be performed by such party (“Required Act”), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, fire, flood, earthquake, or other casualty or acts of God (“Force Majeure Event”), then the performance of such Required Act shall be excused for the period of delay and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Contract, the financial inability of Offeror to perform any Required Act, including, without limitation, failure to obtain adequate or other financing shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence until ten (10) days before the date on which the party who asserts some right, defense, or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating (a) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (b) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the time of performance of the Required Act with the average of the preceding ten (10) years’ climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood, or other natural phenomena of normal intensity for the locality where the Premises are located.
26. **Inspection.** All material or service is subject to final inspection and acceptance by MGAA. Material or service failing to conform to the specifications of this Contract will be held at Offeror’s risk and may be returned to Offeror. If so returned, all costs are the responsibility of Offeror. Noncompliance shall conform to the cancellation clause set forth in this Contract.
27. **Exclusive Possession.** All services, information, computer program elements, reports, and other deliverables, which may be created under this Contract, are the sole property of MGAA and shall not be used or released by Offeror or any other person except with prior written permission by MGAA.
28. **Title and Risk of Loss.** The title and risk of loss of materials or services shall not pass to MGAA until MGAA actually receives the material or service at the Airport, unless otherwise provided within this Contract.
29. **Liens.** All materials, services, and other deliverables supplied to MGAA under this Contract must be free of all liens and other encumbrances. Upon request of MGAA, Offeror shall provide a formal release of all liens.
30. **Licenses.** Offeror shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by Offeror as applicable to this Contract.
31. **Subsequent Employment.** MGAA may cancel this Contract without penalty or further obligation in accordance with A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of MGAA is or becomes, at any time while the Contract or any



extension of the contract is in effect, an employee of, or a contractor to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when the parties to this Contract receive written notice from MGAA, unless the notice specifies a later time.

32. **Clean Up.** Offeror shall at all times keep Contract performance areas, including storage areas used by the Offeror, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of MGAA. Upon completion of any repair, Offeror shall leave the work and premises in clean, neat, and workmanlike condition.
33. **Patents.** Offeror shall defend, indemnify, and hold harmless MGAA, its officers and employees from all liabilities, claims, damages, costs, or expenses, including, but not limited to attorneys' fees, for any alleged infringement of any person's patent rights or copyrights in consequence of the use by MGAA, its officers, employees, agents, and other duly authorized representatives of tangible or intellectual property supplied to MGAA by Offeror under this Contract.
34. **Records and Audit Rights.** Offeror's and all of its approved subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of all Offeror and subcontractor employees that work on the Contract (all the foregoing collectively referred to as "Records"), must be open to inspection and subject to audit and/or reproduction during normal working hours by MGAA. MGAA is entitled to evaluate and verify all invoices, payments or claims based on Offeror's and its subcontractor's actual costs (including direct and indirect costs and overhead allocations) incurred or units expended directly in the performance of work under this Contract. For any audit under this Section, Offeror and its subcontractors hereby waive the right to keep such Records confidential. MGAA is entitled to access to these Records from the effective date of this Contract for the duration of the work and until five years after the date of final payment by MGAA to Offeror under the Contract. During normal working hours, MGAA is entitled to access to all necessary Offeror and subcontractor facilities and shall be provided adequate and appropriate workspace, in order to conduct audits under this Section. MGAA shall give Offeror or subcontractors reasonable advance notice of intended audits. Offeror shall require its subcontractors to comply with the provisions of this Section by including its requirements in all subcontracts related to this Contract.
35. **E-Verify Requirements.** To the extent applicable under A.R.S. § 41-4401, Offeror and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees, and compliance with the E-Verify requirements under A.R.S. §23-214(A). Offeror's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by MGAA. MGAA shall have the right to inspect the papers of Offeror's and any of Offeror's subcontractor's employee who works on this Contract to ensure the Offeror is complying with this paragraph.



**Attachment A**  
Standard Certifications

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**Complete Attachment A by checking the applicable box(s) and/or providing responses. Failure to complete this Attachment A in its entirety and submit with Offeror's SOQs will result in Offeror's submittal being deemed nonresponsive and not evaluated.**

**If Offeror cannot affirmatively certify to statement numbers 1 and 2 below, Offeror's submittal will be rejected and will not be evaluated.**

1. Offeror hereby  certifies  does not certify  
That this engagement, if selected, will not result in a conflict of interest.
  
2. Offeror hereby  certifies  does not certify  
That the firm, and proposed team members, meet the Minimum Requirements/Qualifications as stated in Section Two B, of this RFQ.

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

3. Offeror hereby  certifies  does not certify  
That it has no known business or financial relationships between Offeror or Offeror's firm and members of the MGAA Board.

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

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

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date



## Attachment B

### Authorization for Release of Performance Information and Waiver

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The purpose of this disclosure is to provide references to MGAA. Offeror hereby consents that as an Offeror to MGAA's Solicitation 2025-008-RFQ, Business Continuity Plan Development Services for Mesa Gateway Airport, Offeror authorizes those companies and government entities listed in Offeror's RFQ submittal and any other government entity for whom this company has performed Business Continuity Plan Development Services, to disclose and release to MGAA, or their representatives, information, records and opinions concerning this company's past performance.

\_\_\_\_\_ (Offeror) hereby waives any claim it may have against MGAA or any company or entity providing information to MGAA by reason of any information being disclosed or opinions provided regarding the actions or performance of this company.

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

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

\_\_\_\_\_  
Signature of Offeror

\_\_\_\_\_  
Date



## Attachment C

### Certificate of Insurability

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Offeror hereby certify that as an Offeror to MGAA’s Solicitation 2025-008-RFQ, Business Continuity Plan Development Services for Mesa Gateway Airport, Offeror is fully aware of Insurance Requirements contained in the sample Standard Professional Services Agreement (Exhibit 1) and by the submission of this RFQ submittal, Offeror hereby assures MGAA that Offeror is able to produce the insurance coverage required should Offeror be selected to be awarded the Professional Services Agreement.

Should Offeror be awarded the Standard Professional Services Agreement by MGAA, and then become unable to produce the insurance coverage specified within ten working days, Offeror is fully aware and understand that MGAA may not consider Offeror for this and future projects.

\_\_\_\_\_  
Signature of Offeror

\_\_\_\_\_  
Date



**Attachment D**  
Agreement Review Statement

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As an Offeror to MGAA’s Solicitation 2025-008-RFQ, Business Continuity Plan Development Services, Offeror hereby certifies that Offeror has reviewed the MGAA sample Standard Professional Services Agreement (Exhibit 1) and Section Three, Standard Terms and Conditions to be attached to the Standard Professional Services Agreement and have listed any objections to them below. The response shall clearly identify if the attached sample Standard Professional Services Agreement is acceptable in all respects. If the Agreement is not acceptable, the response shall identify the unacceptable clauses and shall provide suggested alternate language. General or vague statements or invitations to discuss further are not adequate answers. Offeror understands that Exhibit 1 is a sample of MGAA’s Standard Professional Services Agreement and, as such, additions, revisions, and/or deletions of terms and conditions may be made to the final Agreement to be executed for the services procured under this solicitation.

Offeror is aware any objections to the sample Standard Professional Services Agreement (or to Section Three, Standard Terms and Conditions) will be considered and included in MGAA’s evaluation of Offeror’s firm’s qualifications. Offeror is also aware, if Offeror fails to list any objections to MGAA’s sample Standard Professional Services Agreement, including the Standard Terms and Conditions, Offeror will not be allowed to raise any objections later if selected as the most qualified Offeror.

\_\_\_\_\_  
Signature of Offeror

\_\_\_\_\_  
Date

Specific Objections:

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**Attachment E**  
References

<b>Organization:</b>	<b>Contact Person:</b>
<b>City/State:</b>	<b>Telephone:</b>
	<b>Email Address:</b>
<b>Start Date:</b>	<b>End Date:</b>
<b>Scope of work Offeror is/was responsible for:</b>	

<b>Organization:</b>	<b>Contact Person:</b>
<b>City/State:</b>	<b>Telephone:</b>
	<b>Email Address:</b>
<b>Start Date:</b>	<b>End Date:</b>
<b>Scope of work Offeror is/was responsible for:</b>	

<b>Organization:</b>	<b>Contact Person:</b>
<b>City/State:</b>	<b>Telephone:</b>
	<b>Email Address:</b>
<b>Start Date:</b>	<b>End Date:</b>
<b>Scope of work Offeror is/was responsible for:</b>	





## Attachment F

### Addenda Acknowledgement

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

Failure to acknowledge, and include this form in Offeror's submittal, may cause Offeror's SOQ to be deemed nonresponsive. If no addenda were issued, Offeror does not need to include this attachment in its SOQ.

Offeror hereby acknowledges receipt of the following addenda issued by MGAA for solicitation 2025-008-RFQ (fill in Addendum Number and Date Issued).

Addendum No. _____	Date Issued: _____
Addendum No. _____	Date Issued: _____
Addendum No. _____	Date Issued: _____
Addendum No. _____	Date Issued: _____
Addendum No. _____	Date Issued: _____

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date



**Exhibit 1**  
Sample Standard Professional Services Agreement

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**MESA GATEWAY AIRPORT AUTHORITY**

**AND**

**[CONSULTANT]**

**FOR**

**BUSINESS CONTINUITY PLAN DEVELOPMENT SERVICES**

**CIP NUMBER 1289**



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Mesa Gateway Airport Authority, formally known as Phoenix-Mesa Gateway Airport Authority, a joint powers airport authority authorized by the State of Arizona (“MGAA”) desires performance of the services more fully described in this Services Contract (“Contract”) and the attached exhibits. [Consultant], a(n) <entity type> (“Consultant”), with its principal offices located at [address], desires to perform these services.

### Recitals

- A. MGAA requires the services as described in this Contract, including any and all exhibits and amendments, and Consultant is willing to provide these and other services under this Contract; and
- B. MGAA desires to contract with Consultant to provide services as noted herein.

**Now therefore**, in consideration of the recitals and the mutual covenants set forth below, MGAA and Consultant agree as follows.

### SECTION I – CONSULTANT SERVICES

The services to be performed by Consultant are specified in this Contract. MGAA will not pay Consultant for any services that have not been authorized under the Contract. There is no guarantee of a minimum purchase of services.

The anticipated services to be provided by Consultant under this Contract shall generally include, but not be limited to, the following: development of a Business Continuity Plan, as more specifically described in the detailed scope of services attached as **EXHIBIT A**, “Scope of Services & Fee Schedule.”

MGAA’s authorized representative shall be the MGAA Information Technology Services Director, or his/her duly authorized representative, and that he/she shall be the sole contact for administering this Contract.

All services provided by Consultant under this Contract must be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in Arizona. Consultant makes no other warranty, expressed or implied.

### SECTION II – MGAA RESPONSIBILITIES

MGAA shall furnish Consultant, at no cost to Consultant, the following information or services for this Contract:

- A. Access to copies of readily available maps, records, as-built drawings, benchmarks or other data pertinent to work assignments affiliated with this Contract. This does not, however, relieve Consultant of the responsibility of searching records for additional information, for requesting specific information or for verification of that information provided. MGAA does not warrant the accuracy or comprehensiveness of any information or documents provided to Consultant.
- B. In MGAA’s discretion and upon Consultant’s reasonable request, access to staff for consultation with Consultant during the performance of this contract in order to identify the problems, needs, and other functional aspects of the work.
- C. Prompt review of and feedback on Consultant’s deliverables. MGAA will advise Consultant concerning progress of MGAA’s review of the work, as needed.

### SECTION III - PERIOD OF SERVICE

Consultant shall complete all work in accordance with the provisions of this Contract as amended.

All work initiated under this Contract must be completed on or before the expiration date of the Contract.

This Contract is effective as of the date signed by MGAA and ends upon final completion and acceptance by MGAA of the project, as defined by the Scope of Services (“Base Term”), unless terminated, canceled or extended as provided in this Contract.

Consultant shall commence its services within seven (7) days of the written authorization by MGAA. Consultant shall perform its services in a diligent manner and in accordance with this Contract.

### SECTION IV – KEY PERSONNEL

The Consultant itself shall provide all services to be performed under this Contract. If sub-consultants are required by Consultant to perform any services listed under this contract, Consultant shall request approval from MGAA to use sub-

consultants prior to authorizing work by said sub-consultants. MGAA shall notify Consultant, in writing, as to whether or not sub-consultants will be allowed. MGAA may, at its sole discretion, accept or reject proposed Sub-Consultants.

#### **SECTION V - PAYMENTS TO THE CONSULTANT**

Consultant will be paid for work performed under this Contract plus any adjustments that have been approved in writing by MGAA in accordance with MGAA's Procurement Policy. Payments will be made in accordance with **EXHIBIT B**, "Compensation."

All services to be rendered by Consultant are subject to the terms of **EXHIBIT B**, "Compensation" attached hereto.

MGAA does not guarantee any minimum or maximum fee during the Term of this Contract, and Consultant, in executing this Contract, shall not anticipate or require any minimum or maximum fee.

MGAA shall pay Consultant in agreed upon installments for services authorized and rendered under this Contract at the completion of each work assignment, provided Consultant has satisfactorily completed the requested work. If any such work requires time in excess of 30 calendar days to complete, progress payment(s) may be made on invoices certified and approved by MGAA.

#### **SECTION VI - ALTERATION IN SCOPE OF SERVICES**

For any alteration in the Scope of Services that would materially increase or decrease the Contract fee, the parties shall negotiate an amendment to the Contract to be executed by MGAA and Consultant. No work shall commence on any amendment or change until the amendment has been approved by MGAA and Consultant has been notified to proceed by MGAA. No claim for extra work done or materials furnished by Consultant will be allowed by MGAA, except as provided herein, nor shall Consultant do any work or furnish any materials not covered by this Contract unless the work is first authorized in writing by MGAA and the change complies with MGAA's Procurement Policy. Any work or materials furnished by Consultant without advance, written authorization will be at Consultant's own risk, cost, and expense. Without written authorization, Consultant shall make no claim for compensation for such work or materials furnished.

#### **SECTION VII - WORK ASSIGNMENT COMPLETION**

If, during the Term of this Contract, situations arise which prevent work completion within the allotted time, MGAA may grant an appropriate time extension.

#### **SECTION VIII - OWNERSHIP OF DOCUMENTS**

Any documents, including all electronic copies thereof, prepared under or as a result of this Contract, shall be the property of MGAA. To the extent necessary to effectuate such ownership, Consultant hereby assigns all right, title and interests to such documents to MGAA. Consultant shall execute any separate contracts or documents, if any, which may be necessary to implement the terms of this Section.

All of Consultant's documents prepared under this Contract, including electronic files, are instruments of service. All of these documents become the property of MGAA upon completion of the services and payment in full to Consultant. MGAA may reuse or modify the documents, as it deems necessary, without Consultant's prior written authorization. MGAA shall indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants (collectively, the "Consultant") against any and all damages, liabilities or costs arising from MGAA's modification of documents produced by Consultant under this Contract unless Consultant authorizes the modification in writing.

#### **SECTION IX - COMPLIANCE WITH LAWS**

Consultant shall comply with all federal, state and local laws, local ordinances and regulations throughout the Term.

Consultant's signature on this Contract certifies compliance with the provisions of the I-9 requirements of the *Immigration Reform and Control Act of 1986* for all personnel that Consultant and any subconsultants employ to complete any work assignment.

MGAA shall administer this Contract in accordance with MGAA's Procurement Policy.

## SECTION X - GENERAL CONSIDERATIONS

- A. The failure of either party to enforce any of the provisions of this Contract or require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of the provisions, nor shall it affect the validity of this Contract or the right of either party to enforce each and every provision.
- B. The fact that MGAA has accepted or approved Consultant's work shall in no way relieve Consultant of responsibility for the work under this Contract.
- C. This Contract shall be governed by the laws of the state of Arizona, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Contract, or any provision thereof, shall be instituted only in the courts of the state of Arizona.
- D. All exhibits to this Contract and any amendments to the Contract are incorporated into it.

## SECTION XI - NO KICK-BACK CERTIFICATION

Consultant warrants that no person has been employed or retained to solicit or secure this Contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee and that no member of the MGAA Board of Directors or any employee of MGAA has any interest, financially or otherwise, in Consultant's firm.

For breach or violation of this warranty, MGAA may annul this Contract without liability.

## SECTION XII – SUSPENSION OF SERVICES

Consultant shall, within five (5) business days upon receiving written notice from MGAA, suspend, delay, or interrupt all or a part of the Scope of Services. Consultant shall resume the Scope of Services within five (5) business days of receiving written notice from MGAA.

## SECTION XIII – TIMES OF PAYMENTS

[MGAA and Consultant shall negotiate a payment schedule based on project milestones/tasks. Will be inserted here]

## SECTION XIV – TIMELY REVIEW

MGAA will review Consultant's studies, reports, proposals, and other related documents and render any decisions required by Consultant in a timely manner. Notwithstanding these reviews, Consultant remains solely responsible for all of its deliverables and services under this Contract. By MGAA's reviews, MGAA does not assume any liability for or retained control over Consultant's work or Consultant's responsibility for the safety of its employees.

## SECTION XV – DISPUTE RESOLUTION

All disputes between MGAA and Consultant arising out of or relating to this Contract will be subject to the Dispute Resolution provisions as set forth in **EXHIBIT D**, "MGAA Standard Terms and Conditions", attached hereto and incorporated herein by reference.

MGAA and Consultant shall include a similar dispute resolution provision in all contracts with other contractors and consultants retained for the Project and shall require all other independent contractors and consultants to include a similar dispute resolution provision in all contracts with subcontractors, subconsultants, suppliers or fabricators retained by them.

## SECTION XVI - LIABILITY OF CONSULTANT

To the fullest extent permitted by law, Consultant shall defend, save, indemnify, and hold harmless MGAA, its member governments, departments, officers, employees, and agents from and against damages arising out of any act, error, or omission of Consultant relating to its services under this Contract.

## SECTION XVII - LAWS AND REGULATIONS

All federal, state, and local laws and regulations that relate to Consultant's services apply to Consultant's performance of this Contract throughout. These laws and regulations are deemed included in this Contract the same as though written out in full, especially the current applicable Federal Aviation Administration (FAA) rules and regulations associated with airport projects; pertinent Airport engineering standards; and local rules, regulations, and industry standards.

## SECTION XVIII – ARCHAEOLOGICAL RESOURCE PROTECTION

While performing services under this Contract, Consultant may encounter a known or unknown archaeological site located at the Airport. If Consultant encounters what it believes to be an archaeological site, Consultant shall immediately notify MGAA of the site's location and take all reasonable precautions to protect and preserve the site until MGAA otherwise directs.

## SECTION XIX INSURANCE REQUIREMENTS

- A. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
- B. All insurance policies required by this Contract, except *Workers Compensation* and *Professional Liability*, shall name MGAA, its agents, representatives, officers, directors, officials and employees as Additional Insured.
- C. Minimum Scope and Limits of Insurance. Coverage shall be at least as broad as:
- i. Professional Liability (Errors and Omissions): Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
  - ii. Auto Liability: ISO Form CA 00 01 covering any auto (Symbol 1), or if Consultant has no owned autos, hired, (Symbol 8) and non-owned autos (Symbol 9), with limit no less than \$1,000,000 Combined Single limit per accident for bodily injury and property damage
  - iii. Workers' Compensation: Statutory Limits as required by the state of Arizona, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- D. If the Consultant maintains higher limits than the minimums shown above, MGAA requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to MGAA.
- E. Additional insurance provisions. The insurance policies shall provide, or be endorsed to include, the following provisions:
- i. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to MGAA.
  - ii. Waiver of Subrogation: Consultant waives any right to subrogation. Consultant shall obtain an endorsement necessary to affect this waiver of subrogation from the insurer for all lines of coverage required by this Contract, except *Workers Compensation* and *Professional Liability*, for claims arising out of the Consultant's work or service.
  - iii. Primary Coverage: For all claims related to this Contract, all of Consultant's insurance policies will be primary and non-contributory. Any insurance or self-insurance maintained by MGAA, its officers, officials, employees, or volunteers will be in excess of Consultant's insurance and will not contribute with it.
  - iv. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by MGAA. MGAA may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
  - v. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A, VII, unless otherwise acceptable to MGAA.
  - vi. Claims Made Policies: No Claims Made policies (other than Professional Liability) will be accepted. For policies that provide claims-made coverage:
    - a) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
    - b) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
    - c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

- vii. Verification of Coverage: Consultant shall furnish MGAA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by MGAA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide the required insurance. MGAA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- viii. Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that MGAA is an additional insured on insurance required from subcontractors.
- ix. Special Risks or Circumstances: MGAA reserves the right to modify these requirements, including limits, based on the nature of the risk, scope of services, prior experience, insurer, coverage, or other special circumstances.

### SECTION XX NOTICES

Any notice, report or information which may be or is required to be given under this Contract will be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

TO MGAA: Mesa Gateway Airport Authority  
Attn: Information Technology Services Director  
5835 South Sossaman Road  
Mesa, Arizona 85212

TO CONSULTANT: **TBD**

or to such other person(s) or address(es) as any such Party may designate from time to time by notice to the other Parties in accordance with this Section.

### SECTION XXI KEY PERSONNEL

- A. Offeror has been selected to perform the Work herein, in part, because of the skills and expertise of the key firms, team members and individuals (collectively, "Offeror's Key Personnel") that are listed in Exhibit F and that are consistent with the Statement of Qualification (SOQ) dated **MM/DD/YR**. Offeror shall perform the Work under this Contract using Offeror's Key Personnel. Offeror's Key Personnel shall not be removed or replaced during the term of the Contract without prior written consent of MGAA. MGAA recognizes that Offeror's Key Personnel may leave the employ of Offeror for reasons beyond Offeror's control. Whenever practicable, Offeror shall give MGAA at least 14 calendar days' notice prior to the departure of any of Offeror's Key Personnel from the Project. MGAA shall have the right to approve or reject any replacements for Offeror's Key Personnel when personnel leave that are beyond the control of the Offeror. When within Offeror's control, Offeror's failure to use Offeror's Key Personnel to perform the Work under the Contract without MGAA's prior written consent will be a material breach and grounds for suspension or termination for cause of this Contract by MGAA.
- B. Without limitation of the foregoing, in the event Offeror removes any Key Personnel without the consent of MGAA, which shall not unreasonably be withheld, Offeror shall deduct and/or reimburse all cost and expense charged to MGAA and including any markups thereon, for any replacement personnel who are not approved by MGAA. Notwithstanding any provisions herein to contrary, MGAA shall have audit rights to Offeror's records with respect to verifying such costs, expenses and markups for purposes of deduction and/or reimbursement.

Executed as of the Effective Date.

**CONSULTANT**  
**TBD**

**MGAA**  
**MESA GATEWAY AIRPORT**



**AUTHORITY**, a joint powers airport authority  
authorized by the state of Arizona

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: J. Brian O'Neill, A.A.E.

Title: Executive Director/CEO

Date: \_\_\_\_\_

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### EXHIBIT A – SCOPE OF SERVICES & FEE SCHEDULE

The services to be performed by Consultant and the completion of related efforts are specified in the following Scope of Services & Fee Schedule agreed to by the parties.

#### **SCOPE OF SERVICES**

[Enter]

## FEE SCHEDULE

For the services provided herein, MGAA agrees to pay Consultant the not to exceed amount of \$**TBD**

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### EXHIBIT B - COMPENSATION

All compensation for services rendered by Consultant shall be based upon criteria established below. All services must be billed through the Consultant.

1. Fees to be Specified in Contract

Any and all services to be performed under this Contract require approval. All compensation for services shall be identified in writing. The Contract shall describe the scope of services to be performed (by tasks and subtasks, where appropriate), the fees associated with that performance, and any applicable special provisions. Consultant's compensation for services included in this Contract is totaled and set forth in **EXHIBIT A**, "Scope of Services and Fee Schedule".

2. Method of Payment

Subject to the terms of this Contract, MGAA shall pay Consultant the appropriate rate or fixed price amount for services rendered as described in the Contract only after Consultant has submitted an invoice for services performed and MGAA has certified and approved each invoice.

For services rendered in accordance with the Contract, Consultant shall submit to MGAA an invoice depicting tasks performed and/or hours spent for services performed. Invoices must be based on the actual hours and/or expenses incurred for the services completed during the billing period. Consultant's invoices must specify that Consultant has performed the services, and MGAA must certify and approve each invoice as a condition to payment.

3. Consultant Responsibilities for Compensation

Consultant shall prepare monthly invoices and/or progress reports in accordance with terms specified in the Contract. Progress reports will clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices for payment shall be for work completed unless otherwise agreed to by MGAA. Invoices/requisitions for payment for services subject to funding by the FAA and/or ADOT shall include the documentation requirements of the FAA and/or ADOT, which are outlined in the *Airport Improvement Program (AIP) Handbook* dated September 30, 2014, or most current version.

4. MGAA Responsibilities for Compensation

MGAA agrees to pay Consultant's invoices for payment within 30 calendar days after the invoice is approved. MGAA may withhold payment on any invoice if it believes that Consultant has not performed the work in a satisfactory manner. If MGAA withholds payment to Consultant, MGAA shall promptly notify Consultant and explain the reasons for the decision to withhold payment.

5. Billing Address

All invoices submitted to MGAA for payment shall be submitted to:

Accounts Payable: [ap@gatewayairport.com](mailto:ap@gatewayairport.com)

## EXHIBIT C - SPECIAL PROVISIONS

### 1. Civil Rights Act of 1964, Title VI – General

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

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

### 2. Civil Rights Act of 1964, Title VI – Assurance

Title VI List of Pertinent Nondiscrimination Acts and Authorities:

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

#### Title VI Compliance With Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
  2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
  3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
  4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
  5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
    - b. Cancelling, terminating, or suspending a contract, in whole or in part.
  6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Consultant, by accepting this Contract, certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any government department or agency.
4. Project Security

As some or all portions of work possible during the Term of this Contract may be located inside the secured area of the Airport, adherence to and familiarity with federal security regulations is essential. For these projects, Consultant shall be responsible for fulfilling the security requirements described herein.

- a. Secured Area Access – All Consultant personnel who require unescorted access to the secured area of the Airport, prior to the issuance of an Airport Identification badge, must successfully complete the Security Badge Application and Security Badge Authorization forms.
- b. Employee Security Badges – If deemed necessary by MGAA all Consultant and/or subcontractor personnel performing work functions in accordance with this Contract shall obtain and properly display an Airport security badge. Consultant shall submit a Security Badge Application form to the MGAA security office for each employee requiring unescorted access, along with the current fee for each badge. Badge fees are identified on the current *Airport Fees, Services and Rental Rates* available via the Airport website at [www.gatewayairport.com](http://www.gatewayairport.com) and are subject to change.
  - i. All fees must be paid to MGAA by cash or check.
  - ii. Airport Security Badge Application forms and instructions are available via the Airport website at [www.gatewayairport.com](http://www.gatewayairport.com).
  - iii. An authorized representative of Consultant must also obtain and submit a Security Media Authorization form, which is to be submitted to the MGAA badging office. The Security Media Authorization form and instructions are available via the Airport website at [www.gatewayairport.com](http://www.gatewayairport.com).
  - iv. A training class on aviation security must be successfully completed before individuals are issued a badge. Fees for the security badge include attendance for the necessary training classes. Attendance at the security classes and issuance of the security badge may take two hours per person.
  - v. Additional information, including a “Frequently Asked Questions” is available via the Airport website at [www.gatewayairport.com](http://www.gatewayairport.com) or by contacting the MGAA Badging Office at (480) 988-7522. The Badging Office is located at 5803 S. Sossaman Road, Mesa AZ 85212.
  - vi. Consultant shall immediately notify the MGAA Badging Office of any Consultant personnel whose employment status has changed.
  - vii. Consultant shall retrieve all security badges and keys and return them to the MGAA Badging Office. A fee, as indicated on the most current *Airport Rates and Charges Schedule*, will be charged for each badge that is damaged, lost or not returned.
  - viii. The MGAA Badging Office will require a completed Security Badge Application from each Consultant employee so certified by Consultant as requiring such before a Security Badge is issued.
  - ix. Under certain circumstances and out of control of MGAA, security measures may change on short notice. No deviations from any security measure shall be allowed at any time.
  - x. At all times, aircraft shall have the right-of-way over all vehicle traffic.
- c. Fines – Due to both the safety and security precautions necessary at the Airport, any failure of the Consultant to adhere to prescribed Airport requirements/regulations has consequences that may jeopardize the health, welfare and lives of Airport customers and employees, as well as the Consultant’s own employees. Therefore, if Consultant is found to be in non-compliance with any security, airfield badging/licensing and airfield safety requirement, a Notice of Violations (NOV) may be issued. A current listing of fines is available by contacting the MGAA Badging Office.

##### 5. Standard Terms & Conditions

MGAA’s Standard Terms & Conditions (in **EXHIBIT D** attached) include clauses that pertain to both construction and professional services. For such, the term “contractor” is to be considered same as “consultant.” If a clause implies construction service then it is waived for a professional services contract. MGAA reserves the right to make that determination if there is a conflict.

##### 6. Federal and State Guidelines and Regulations

All work performed under this Contract must satisfy FAA and applicable agency standards, and be accomplished in accordance with applicable federal, state and local guidelines and regulations, including FAA Advisory Circulars, NEPA and Arizona environmental statutes.

Consultant shall perform the services as described in approved Contract in accordance with the applicable requirements imposed by MGAA, ADOT, FAA and any other applicable sponsoring agencies. Consultant and its

subconsultants/subcontractors, if any, shall comply with any and all applicable laws, regulations, executive orders, policies, guidelines, and any other requirements for FAA Airport Improvement Program (AIP) projects. Consultant shall provide MGAA all information, reports, documents, and/or certifications requested by MGAA for the satisfaction of any grant requirements for the reimbursement of services, including, without limitation, identifying the specific services provided by Consultant and the billing period(s) during which services were or are to be provided. Nothing herein shall be construed as making the FAA or ADOT a party to this Contract.

7. Right to Contract With Other Firms

MGAA shall have the right to contract with other firms and/or persons and/or to self-perform additional services, which may be the subject of this Contract. Consultant shall conduct its operations and perform any services authorized under the Contract so as not to interfere with or hinder the progress of completion of the work being performed by MGAA and/or other firms and/or persons. Consultants working on the same project shall cooperate with each other in the performance, scheduling, and, if applicable, the integration of their respective services.

8. Independent Contractor Status

At all relevant times, Consultant is - and shall remain - an independent contractor with regard to performance of its services. MGAA retains no control over Consultant, the performance of its work or services, or the safety of its employees. Consultant is not authorized to enter into any contract or commitment, authorize any payment, or accept any document, services, goods or materials for, in the name of, or on behalf of MGAA.

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## EXHIBIT D – MGAA STANDARD TERMS & CONDITIONS

1. **Certification.** 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. Termination for cause. MGAA 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 (10) business days before terminating the Contract, MGAA will issue a written notice of default specifying one of the following reasons. MGAA shall, at all times during the term of the Contract or any extension term thereto, have the sole authority to determine if the default has been cured to its satisfaction. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this Contract.
    - (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 MGAA 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 MGAA adequate assurance the Consultant will perform the Contract in full and on time.
    - (6) Each payment obligation of MGAA created hereby is conditioned on the availability of MGAA, state, or federal funds appropriated for payment of the obligation. If funds are not available or allocated by MGAA for continuance of service under this Contract, then MGAA may terminate the Contract. MGAA shall promptly notify Consultant regarding the service that may be affected by a shortage of funds. No penalty accrues to MGAA if this provision is exercised, and MGAA shall not be liable for any future payments due or for any damages as a result of termination under this paragraph.
  - b. Termination for convenience. This Contract may be terminated at any time by mutual written consent or by MGAA - with or without cause - provided the terminating party gives fourteen (14) calendar days' advance written notice to the other party. MGAA may terminate this Contract, in whole or in part, for MGAA's convenience and with fourteen (14) days' written notice.
  - c. If this Contract is terminated, then MGAA is liable only for services rendered and material received, certified, and approved by MGAA under the Contract before the termination effective date.
  - d. Upon termination of the Contract, the Consultant must deliver to MGAA all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.
  
3. **Dispute Resolution.**
  - a. **Negotiations.** If a dispute arises out of or relates to this Contract or its breach, the parties to this Contract shall endeavor to settle the dispute through direct discussions as a condition precedent to mediation or binding dispute resolution.
  - b. **Mediation.** Should the parties to this Contract be unable to resolve their dispute through direct negotiations, the parties to this Contract, upon the written request of either, shall engage in mediation, to



be administered privately by a mediator and according to rules mutually agreed upon by the parties to this Contract, or, the absence of such mutual agreement, by a mediator appointed by JAMS and administered by JAMS in accordance with its then-current mediation rules. The fees and costs of mediation shall be split equally by the parties to this Contract, but subject to reallocation following binding dispute resolution.

- c. **Binding Dispute Resolution.** Should the parties to this Contract be unable to resolve their dispute through direct negotiations or mediation, either party may, within the time limitations for bringing claims under Arizona law and this Contract, commence formal dispute resolution proceedings. Both parties to this Contract consent to binding arbitration administered by JAMS according to its then current arbitration rules, provided, however, that (i) in the event both parties agree, the arbitration may be administered privately by an arbitrator and according to rules mutually agreed upon by the parties to this Contract, and (ii) in the event any party seeks relief against the other party or against a non-party which cannot fully be granted in arbitration, by reason of non-joinder or otherwise, the parties to this Contract are excused from this arbitration requirement and the parties to this Contract shall proceed in the state or federal courts of competent jurisdiction and located in Maricopa County, Arizona. In any arbitration or litigation, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs as determined by the arbitrator or court as applicable.
4. **Independent Contractor.** At all times, each party acts in its individual capacity not as agent, employee, partner, joint venturer, or associate of the other party. An employee or agent of one party may not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. Neither Consultant nor any of its employees are entitled to compensation from MGAA in the form of salaries, paid vacation, or sick days. MGAA will not provide any insurance to Consultant, including *Workers' Compensation* coverage. MGAA will not withhold FICA, taxes, or any similar deductions from MGAA's payments under this Contract.
5. **Affirmative Action.** Consultant shall abide by all the federal and state of Arizona provisions for equal opportunity in the work place.
6. **Human Relations.** Consultant shall abide by all the federal and state of Arizona provisions against discrimination of disadvantaged business enterprises in applicable MGAA contracts.
7. **Non-Exclusive Contract.** This Contract is for the sole convenience of MGAA. MGAA reserves the right in its discretion to obtain the same or similar goods or services from any other source.
8. **Americans with Disabilities Act.** 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*.
9. **Confidentiality of Records.** Consultant shall establish and maintain procedures and controls that are acceptable to MGAA for the purpose of assuring that no information contained in its records or obtained from MGAA or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under this Contract. Persons requesting such information should be referred to MGAA. 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 MGAA.
10. **Gratuities.** MGAA 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 MGAA involved in the amending, or the making of any determinations with respect to the performing of such Contract. If this Contract is canceled by MGAA under this provision, MGAA shall, in addition to any other rights and remedies, repay to the Consultant the amount of the gratuity.
11. **Applicable Law.** This Contract shall be governed by the laws of the state of Arizona, and suits pertaining to this Contract shall be brought only in federal or state courts in the state of Arizona.
12. **Contract.** This Contract is based on and the result of a negotiated Scope of Work and Proposal, Bid or Statement of Qualifications submitted by Consultant under an RFP, IFB or RFQ. The Contract contains the entire agreement between MGAA and Consultant. No prior oral or written agreements, contracts, proposals, negotiations, purchase orders, or master agreements (in any form) are enforceable between the parties.

13. **Contract Amendments.** This Contract shall be modified only by a written amendment signed by the MGAA Executive Director or his/her designee, and persons duly authorized to enter into contracts on behalf of Consultant.
14. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
15. **Severability.** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract, which may remain in effect without the valid provision, or application.
16. **Protection of Government Property.** Consultant shall use reasonable care to avoid damaging all MGAA property, including buildings, equipment, and vegetation (such as trees, shrubs, and grass). If Consultant damages MGAA's property in any way, Consultant shall immediately report such damage to MGAA and repair or replace the damage at no cost to MGAA, as directed by the MGAA Executive Director. If Consultant fails or refuses to repair or replace the damage, then MGAA may terminate the Contract, and MGAA shall deduct the repair or replacement cost from money due Consultant under the Contract.
17. **Interpretation – Parol Evidence.** This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
18. **Subcontracts.** Consultant shall not assign any rights or interest nor enter into any subcontract with any other party to furnish any of the materials, goods or services specified herein without the prior written permission of MGAA. MGAA may, at its sole discretion, accept or reject proposed subcontractors or assignment. MGAA shall notify Consultant of its acceptance or rejection within forty-five (45) days or written request by Consultant. All subcontracts shall comply with federal and state laws and regulations applicable to the materials, goods or services covered by the subcontract and shall include all the terms and conditions set forth herein, which shall apply with equal force to the subcontract, as if the subcontractor were the Consultant referred to herein. Consultant is responsible for Contract performance whether subcontractors are used.
19. **No Waiver.** No provision in this Contract shall be construed, expressly or by implication, to waive either party's existing or future claim, right, or remedy available by law for breach of contract. The failure of either party to insist on strict performance of any Contract term or condition; to exercise or delay exercising any right or remedy provided in the Contract or by law; or to accept materials, services, or 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.
20. **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 MGAA, shall not alter or affect the obligations of Consultant or the rights of MGAA under the foregoing warranties. Additional warranty requirements may be set forth in this Contract.
21. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend, save, indemnify, and hold harmless MGAA, 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.
22. **Right to Assurance.** Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. If a demand is made and no written assurance is given within five (5) business days, the demanding party may treat this failure as an anticipatory repudiation with this Contract.

23. **Advertising.** Consultant shall not advertise or publish information concerning this Contract without prior written consent of MGAA.
24. **Right to Inspect.** MGAA may, at reasonable times, and at MGAA's expense, inspect the place of Consultant's or any of Consultant's subcontractor's business, which is related to the performance of this Contract or related subcontract.
25. **Force Majeure.** In the event either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Contract to be performed by such party ("Required Act"), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, fire, flood, earthquake, or other casualty or acts of God ("Force Majeure Event"), then the performance of such Required Act shall be excused for the period of delay and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Contract, the financial inability of Consultant to perform any Required Act, including, without limitation, failure to obtain adequate or other financing shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence until ten (10) days before the date on which the party who asserts some right, defense, or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating (a) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (b) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the time of performance of the Required Act with the average of the preceding ten (10) years' climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood, or other natural phenomena of normal intensity for the locality where the Premises are located.
26. **Inspection.** All material or service is subject to final inspection and acceptance by MGAA. Material or service failing to conform to the specifications of this Contract will be held at 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.
27. **Exclusive Possession.** All services, information, computer program elements, reports, and other deliverables, which may be created under this Contract, are the sole property of MGAA and shall not be used or released by Consultant or any other person except with prior written permission by MGAA.
28. **Title and Risk of Loss.** The title and risk of loss of materials or services shall not pass to MGAA until MGAA actually receives the material or service at the Airport, unless otherwise provided within this Contract.
29. **Liens.** All materials, services, and other deliverables supplied to MGAA under this Contract must be free of all liens and other encumbrances. Upon request of MGAA, Consultant shall provide a formal release of all liens.
30. **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.
31. **Subsequent Employment.** MGAA may cancel this Contract without penalty or further obligation in accordance with A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of the MGAA is or becomes, at any time while the Contract or any extension of the contract is in effect, an employee of, or a contractor to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when the parties to this Contract receive written notice from MGAA, unless the notice specifies a later time.
32. **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 MGAA. Upon completion of any repair, Consultant shall leave the work and premises in clean, neat, and workmanlike condition.

33. **Patents.** Consultant shall defend, indemnify, and hold harmless MGAA, its officers and employees from all liabilities, claims, damages, costs, or expenses, including, but not limited to attorneys' fees, for any alleged infringement of any person's patent rights or copyrights in consequence of the use by MGAA, its officers, employees, agents, and other duly authorized representatives of tangible or intellectual property supplied to MGAA by Consultant under this Contract.
34. **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 MGAA. MGAA 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. MGAA is entitled to access to these Records from the effective date of this Contract for the duration of the work and until five years after the date of final payment by MGAA to Consultant under the Contract. During normal working hours, MGAA 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. MGAA 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.
35. **E-Verify Requirements.** To the extent applicable under A.R.S. § 41-4401, Consultant 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). Consultant's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by MGAA. MGAA shall have the right to inspect the papers of Consultant's and any of Consultant's subcontractor's employee who works on this Contract to ensure the Consultant is complying with this paragraph.

EXHIBIT E – CONSULTANT’S RFQ SUBMITTAL

Consultant’s Proposal in response to Mesa Gateway Airport Authority’s Solicitation 2025-008-RFQ dated MM/DD/YR, is hereby incorporated herein and made part of this Contract.

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**EXHIBIT F – CONSULTANT’S KEY PERSONNEL**

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