

REQUEST FOR QUALIFICATIONS (RFQ)

WEBSITE REDESIGN SERVICES

MESA GATEWAY AIRPORT AUTHORITY (MGAA)

Issue date: April 17, 2025

Dates & times are subject to change

RFQ INFORMATION	
SOLICITATION 2025-004-RFQ	
Contact	Marian Whilden, Procurement Officer
Email Address	mwhilden@gatewayairport.com
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	May 22, 2025 by 12:00 PM (Arizona Time)
*RFQ Submittal Due Date	June 2, 2025 by 2:00 PM (Arizona Time)
Interviews (if conducted)	Week of July 21, 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
 - 3 Website Design Portfolios for comparable projects listed
 - Resumes (key team members and, if applicable, subconsultant business resumes)

- Tab H**
 - Attachment E, Addenda Acknowledgement (if issued, check website).

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

SUBMITTAL COVER SHEET

**REQUEST FOR QUALIFICATIONS
SOLICITATION #2025-004-RFQ FOR WEBSITE REDESIGN SERVICES**

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

A. GENERAL INFORMATION ON SOLICITATION PROCESS

1. **Availability of Solicitation.** The solicitation package is available on MGAA's website (www.gatweayairport.com) under the [Current Solicitations](#) section under the Business | Procurements, Vendors & Surplus Property section.
2. **Addenda.** If MGAA deems it necessary to amend the solicitation, an Addendum will be prepared in writing and posted to MGAA's website. Offerors are responsible for obtaining all addenda via MGAA's website within the relevant solicitation in the [Current Solicitations](#) section under the Business | Procurements, Vendors & Surplus Property section or by other means. Any Addenda issued by MGAA will become a part of the RFQ. Offeror shall acknowledge receipt of each addendum by completing Attachment E 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 sample 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) must sign MGAA's Professional Services Agreement for the services outlined in this RFQ (see Exhibit 2). If the agreement is not signed within 30 days of the Notice of Intent to Award, MGAA reserves the right to cancel the award and begin negotiations with the next highest-ranked Offeror(s). If the agreement is not signed with the next highest-ranked Offeror(s) within 30 days of MGAA's Notice of Intent to Award, MGAA may continue offering the award to the next ranked Offerors until an agreement is signed or MGAA cancels the solicitation.



Section Two – Special Provisions and Specifications

A. PROJECT DESCRIPTION

1. Mesa Gateway Airport Authority is seeking a firm or individual(s) to design, implement, and test a user-friendly, modern, responsive website template that can be adapted across the Airport's three external websites. The website template will meet the following criteria:
 - a. Organized, intuitive navigation.
 - b. A mechanism to add alerts/notices on a temporary basis.
 - c. Mobile-first, responsive layout that displays substantially the same across browsers.
 - d. Graphic-forward, modern design that is ADA-compliant (Web Content Accessibility Guidelines 2.1 standards).
 - e. Concise and clear copy.
 - f. Search engine optimized with quick load speeds.
 - g. Designed and developed for in-house updating and maintenance.
 - h. Conversion from ASP.Net Web Forms to ASP.Net Core Razor Pages (hereafter referred to as Razor Pages). All HTML/CSS/JavaScript should comport to the standards required to implement Razor Pages.
 - i. Conversion of Back-End code from VisualBasic.Net to C#. The selected Offeror shall work with the Airport's Information Technology department to design and implement any needed back-end code.
2. A list of MGAA's current website functionalities is listed in Exhibit 1.

B. OFFEROR MINIMUM REQUIREMENTS

1. The requirements listed below are the minimum requirements for the firm and personnel and are intended to govern, in general, the requirements desired. MGAA reserves the right to evaluate variations from these specifications.
2. Minimum requirements for Offerors to submit a Statement of Qualifications (SOQ) under this solicitation are as follows:
 - a. Offeror must have at least three (3) years' experience in designing websites. Please note it is MGAA's preference that Offerors have designed at least one website for a commercial service airport and at least one for aviation and/or government entities.
 - b. Proposed project manager must have a minimum of five (5) years managing website designs and have completed a minimum of four (4) website design projects within the last five (5) years.
 - c. Proposed lead designer must have a minimum of eight (8) of years designing websites.
 - d. Proposed lead software developer must have a minimum of five (5) years of development experience and a minimum of two (2) years Razor experience.
 - e. All team members and subconsultants working on MGAA's project must be physically located in the United States.
 - f. If Offeror outsources any part of this project, MGAA must approve the subconsultant prior to any work commencing by the subconsultant and be able to work directly with the subconsultant to complete the project.
3. References should demonstrate Offeror and proposed team members have the minimum requirements stated above.

C. PROJECT REQUIREMENTS

1. The following requirements must be fulfilled for satisfactory project completion:
 - a. Optimize design for mobile first, then adapt for larger screen sizes and ensure consistent, high-quality design.
 - b. All images and videos will be formatted for search engine optimization. This includes size, quality, and file format.
 - c. The site will utilize HTML 5, CSS 3, and JavaScript as needed. Valid semantic HTML 5 markup should be used wherever possible and appropriate.
 - d. The site will utilize the Bootstrap 5.x framework for responsive design.
 - e. The site can optionally use current versions of jQuery and jQuery UI if needed.
 - f. All CSS will be in external CSS file(s) rather than directly embedded into the HTML code, where possible. CSS will be implemented using SASS Style Sheets (SCSS) which can be compiled from within Microsoft Visual Studio.
 - g. The site will incorporate “friendly URLs” and allow targeting multiple friendly URLs to a single page.
 - h. The site will, where possible, utilize Razor Pages Layout Pages for common content shared across multiple pages.
 - i. MGAA must approve any third-party controls, code, or scripts before use.
 - j. All server-side coding will be in C#. Code-behind pages should be given preference over directly embedding C# code into the HTML.
 - k. Any code accessing the database must adhere to current security practices. All form input shall be validated and encoded to minimize vulnerabilities such as SQL injection and Cross-Site Scripting attacks.
 - l. All programming code will be thoroughly tested, and proper error handling will be provided, where applicable.
 - m. All .Net code and JavaScript will be documented so that the code flow and functionality can be easily determined.
 - n. Recommend analytics services for the sites moving forward.

Training:

- a. Functionality – The Airport’s Information Technology department staff will receive training on any changes to functionality so that they may be relayed to appropriate staff.
- b. Coding – The Airport’s Information Technology department staff will receive training regarding the changes to the HTML and (S)CSS code, as well as any back-end code, enabling staff to maintain the pages going forward.

D. KEY PERSONNEL

The Offeror will be selected to perform the services under the awarded contract, 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 shall be performed on behalf of the Offeror by the Offeror’s Key Personnel. Offeror’s Key Personnel shall not be removed or replaced without prior written consent of MGAA. MGAA recognizes that the Offeror’s Key Personnel may leave the employ of the Offeror for reasons beyond the Offeror’s control. Whenever practicable, the Offeror shall give MGAA at least 14 calendar days’ notice prior to the departure of any of the 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 the 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.



E. SCOPE OF WORK

1. The scope of work to be performed by the Offeror includes, but is not limited to, the following:
 - a. Review Google Analytics for the Airport's three external websites and use the data, along with MGAA's input, to determine each website's intended audiences and goals.
 - b. Develop a site map for each of the three websites. Proposed site maps do not need to match existing site maps.
 - c. Produce three complete design concepts for MGAA to choose from, then fully develop the selected design template to include:
 - i. Home pages (including alert/notices)
 - ii. Content pages
 - iii. Tables and lists
 - iv. Photo and video galleries (can be a third-party plug-in or frame)
 - v. Maps
 - vi. Landing pages
 - vii. Other designs as needed
 - d. Recommend analytic solution(s) and configure.
 - e. Define search engine optimization goals and key performance indicators for each website with a plan to track utilizing HubSpot and recommended analytics program.
 - f. Create fresh copy for all pages.
 - g. Produce pages for the site utilizing HTML/CSS/Razor Pages.
 - h. Provide a method for updating site content via web interface.
 - i. Provide administrative pages as necessary to allow MGAA staff to administer and update the site.
 - j. Work with Airport Information Technology staff for any back-end code conversion necessary.
 - k. Implement quality assurance testing.
2. Offeror must submit a proposal that addresses the entire Scope of Work, whether performing the services themselves or through subconsultants (as allowed in the RFQ). Submittals that provide partial services will be deemed non-responsive and not evaluated.

F. ASSUMPTIONS

1. The following assumptions apply to this project:
 - a. MGAA will host the sites on-premises using Microsoft IIS 10 running on Windows Server 2022 or newer.
 - b. MGAA will provide hi-res photos to minimize the need for stock photos.
 - c. Gateway Airport websites will run ASP.Net Core and will target .Net Core 8 (or newer).
 - d. Microsoft SQL Server 2022 Express will be utilized for all database functionality.
 - e. MGAA will use Entity Framework, Entity Framework Power Tools, and a database-first approach to generate data objects and interact with the database.
 - f. Database tables and relationships should not change without prior approval from MGAA.
 - g. Existing code can be made available for review/examination if necessary.
 - h. MGAA will be using Visual Studio 2022 or newer to maintain the site.
 - i. All source code, images, and files related to the website shall become the property of MGAA upon final acceptance.

G. DELIVERABLES

1. Final acceptance of the Scope of Work by MGAA will be predicated on the successful delivery of the following:



- a. Delivery of all files related to the newly implemented website, including but not limited to images, source code files, and related documentation.
- b. A final layout composite image provided to MGAA in Adobe Photoshop format (PSD) with layers.
- c. Successful quality assurance testing.
- d. Satisfactory completion of the required training and knowledge transfer.

H. SUBMITTAL INFORMATION AND REQUIREMENTS

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

I. SUBMITTAL

1. 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 Offeror’s 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. Describe Offeror’s overall service capability as it relates to this project.
2. List and briefly describe 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. Contract start and end dates
3. Describe the firm’s knowledge and experience with applicable federal, state, and local regulations, policies, and procedures as it relates to this project.
4. Offeror’s capability and intent to proceed without delay if selected for this work.
5. Provide an organizational chart with names and titles of senior management, including the proposed project manager and lead designer.

Tab D - Project Team Experience & Qualifications

1. Identify key team members, their experience and qualifications, and the role each member will play on MGAA’s project.
2. Provide “team” experience working together on similar projects.
3. If applicable, identify proposed subconsultants and your method of selection.
4. Provide a portfolio for each project listed under Tab C above, demonstrating the website designs (include the portfolios under Tab G).
5. Provide resumes of each proposed team member (include under Tab G).
6. Provide business resumes for any proposed subconsultants (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.
3. Describe the work you anticipate self-performing and the work you anticipate being performed by subconsultants/subcontractors.
4. Describe your approach to operating within an agreed budget and schedule.
5. Describe your planning, scheduling, and project management tools.
6. Provide a timeline for MGAA’s project, with key milestones, from project kickoff to completion.

Tab F - Other

1. List and describe:
 - a. Any litigation, arbitration, and/or claims filed by your firm against any project owner due to a contract dispute
 - b. Any claim filed against your firm .
 - c. Termination from a project



2. Complete Attachment F, Project Reference Questionnaire, for the above three (3) comparable projects listed under Tab C and, following instructions on the Attachment, provide the form to the references for completion. The forms should be emailed directly to MGAA from the references, not from the Offeror. Completed forms received from an Offeror will not be accepted nor made part of an Offeror’s submittal. Please note: MGAA cannot provide a reference for current and past MGAA projects.

Tab G - Appendices

1. Attachment A, Standard Certifications.
2. Attachment B, Authorization for Release of Performance Information and Waiver.
3. Attachment C, Insurance Requirements & Certificate of Insurability.
4. Attachment D, Agreement Review Statement.
5. Website design portfolios for the three comparable projects.
6. Resumes for proposed key team members, 2-page maximum for each resume.
7. Business resumes for proposed subconsultants, if applicable, 2-page maximum for each resume.

Tab H – Addenda Acknowledgement (if applicable)

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

J. EVALUATION CRITERIA

Submittals will be evaluated based on the following criteria:

Points	Category
20	Relevant Firm Experience
20	Project Team Experience & Qualifications
25	Project Understanding & Approach
15	Portfolios
15	Relevant Backend Software Development Experience
5	Other (including submittal completeness)
100	Total Score

K. 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

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.
- 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.
- c. 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.
- d. Upon cancellation/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.
- e. If this Contract is canceled/terminated, then MGAA is liable only for services rendered and material received, certified, and approved by MGAA under the Contract before the cancellation/termination effective date. In the event any payments are made by MGAA to Consultant in advance of services performed, and this Contract is canceled/terminated, Consultant shall refund MGAA's payment on a pro-



rata basis for the unused portion of the term. The refund shall be paid to MGAA within thirty (30) days of the cancellation/termination of the Contract. This refund shall only apply to payments made for services or products that have not been rendered or delivered prior to the cancellation/termination date.

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

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:

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

The purpose of this disclosure is to provide references to MGAA. Offeror hereby consents that as an Offeror to MGAA's Solicitation 2025-004-RFQ, Website Redesign 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 website design 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

Offeror hereby certify that as an Offeror to MGAA's Solicitation 2025-004-RFQ, Website Redesign Services for Mesa Gateway Airport, Offeror is fully aware of Insurance Requirements contained in the sample Professional Services Agreement (Exhibit 2) 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 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

As an Offeror to MGAA’s Solicitation 2025-004-RFQ, Website Redesign Services, Offeror hereby certifies that Offeror has reviewed the MGAA sample Professional Services Agreement (Exhibit 2) and Section Three, Standard Terms and Conditions to be attached to the sample Professional Services Agreement and have listed any objections to them below. The response shall clearly identify if the attached sample 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 2 is a sample of MGAA’s sample 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 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 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:



Attachment E

Addenda Acknowledgement

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

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

Offeror hereby acknowledges receipt of the following addenda issued by MGAA for solicitation 2025-004-RFQ (fill in Addendum Number and Date Issued).

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

By: _____
Signature

Printed Name/Title

Company Name

Date



Attachment F
 Project Reference Questionnaire
References should correspond to those listed under Tab C, #2

Offerors: Complete the top section of this questionnaire and supply to each of your references to complete.

Past Performance Survey of:

(Name of Offeror): _____

(Name of Project Manager(s)): _____

Instructions: References will complete the following section about the Offeror and return this form directly to Mesa Gateway Airport. Please email the completed form to Marian Whilden at mwhilden@gatewayairport.com no later than **June 2, 2025**. Thank you for your time and effort in assisting the Airport in this important endeavor.

The Mesa Gateway Airport is collecting past performance information on firms and their key personnel. The information will be used to assist the Airport in the selection of a firm for Website Redesign Services.

The firm listed above has listed you as a client for which they have previously performed work for. We would appreciate you taking the time to complete this survey.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge in a particular area, please leave it blank.

Reference Firm Name: _____ Date/Year of Project: _____

Reference Phone: _____ Reference Email: _____

Project Description: _____

NO	CRITERIA	UNIT	RATING
1.	Ability to meet customer expectations	(1-10)	_____
2.	Ability to maintain project schedule (completed on time or early)	(1-10)	_____
3.	Ability to manage project costs (minimal change orders)	(1-10)	_____
4.	Knowledge on website best practices (SEO, UX, design, ADA, etc.)	(1-10)	_____
5.	Deliverability of the vision from design to code to testing	(1-10)	_____
6.	Coordination of activities and documentation	(1-10)	_____
7.	Accessibility and communication	(1-10)	_____
8.	Leadership ability (minimize the need of owner direction)	(1-10)	_____
9.	Your comfort level in hiring the firm/individual again based on performance	(1-10)	_____
10.	Overall customer satisfaction	(1-10)	_____

Please expand on above with any comments: _____

Name

Signature

Date



Exhibit 1

MGAA's Current Website Functionalities

It is expected that the selected vendor will, to a large extent, recommend necessary functionality for the sites. The following is a list of current functionalities for consideration. It is not required that this functionality be included, but it is listed here so the vendor may better understand current functions and code implementations on the sites.

1. Authentication and Authorization – Site administrators are authenticated via web form. Administrators must login for rights to any of the site management pages. Users can register, log in, and reset their passwords; users with the proper rights can assign administrative rights to users. Full-site administrators can assign page administrators to roles to allow access to the appropriate administration pages.
2. User and Role Management – The User and Role Management page allows the administrator to manage user accounts (add, delete, disable, reset passwords, assign roles) and manage roles for the site. Roles created here are used to give access to specific management pages on the site.
3. Airlines and Destinations – This page reads the database and creates a dynamic map of current airlines, routes and destinations. Airline and Destination administrators access the management page to manage airline and route information. The current route map uses AMChart's interactive map JavaScript code.
4. Alerts – On occasion, PMGAA needs to notify users of events. Alert Administrators can access the Alert management page and create/schedule alerts that can be displayed in one or more of the following ways: JavaScript alert, in-page HTML modal popup, or a banner at the top of the page. Alerts can be displayed only on the homepage or all pages of the site.
5. Constant Contact and Hub Spot Integration—Constant Contact and Hub Spot APIs record user information. Constant Contact allows users to sign up for our marketing emails. Various HubSpot functionalities are used, including forms, calls to action, etc., which are integrated into the Business Development Team's website. Constant Contact and HubSpot provide code to embed these tools on the websites.
6. Policies, Documents and Forms Library – The Library contains a categorized list of documents and forms available to site users. Management of the library consists of three management pages, a Document Category manager, a Document Manager, and a File Manager. Not all three have to be used to post documents, but they can be used in concert to manage the documents' metadata and corresponding files. Documents and Categories each save metadata information obtained from the Library administrator to the database.
7. Drones – Site users can submit information to the tower staff for review/approval regarding using drones within specified distances from the Airport. Information from the form will be emailed to tower staff and no information is saved in the database.
8. File Manager – Users within several of our Administrative roles use the file manager to upload, rename, or delete files associated to their various roles. While some of the other management pages have some capability to upload files, the file manager is where administrators can do any full-service work with the files they manage.
9. Flight Status – Flight status information is pulled from two different XML feeds, combined and displayed on the site to show current flight arrival and departure statuses. No information is saved in the database.
10. Friendly URLs – The site allows administrators to create friendly URLs that point to an existing page on the site. This allows us to target several friendly URLs to a single page.
11. Lost and Found – Embedded third-party code to allow users to search and request information regarding lost and found items. MGAA utilizes the third party for lost and found tracking and requests.
12. Leadership—The Leadership page retrieves a list of files to display, including board meeting minutes and agendas. Agenda and Meeting files are managed via the file manager. No data regarding the files is saved to the database.
13. Noise Complaints—The page has a form for noise complaints. Once submitted, the information is emailed to the appropriate person(s) for response.



14. Parking information – Current parking availability for each of the Airport’s parking lots is retrieved from an external XML data source and is formatted for display on the site.
15. Press Releases – Press Release administrators can create and schedule press releases to be posted on the site. The press release and associated metadata are saved to the database and retrieved for display on the Press Releases page.
16. Procurements – The Procurement administrator can create new solicitations; each solicitation may have multiple documents attached to it. Information and metadata about the procurement itself and the associated document(s) are saved to the database. Site users can enter an email to subscribe to a specific solicitation to receive email notifications when changes are made to that specific solicitations. The Procurement administrator can also enter information regarding the current surplus property MGAA is liquidating. Several pages are part of the procurement process, including the Procurements page (with the list of solicitations) and pages for each individual solicitation. In addition, there is a page specifically to list the surplus property currently being listed for sale.
17. Public Records Request (PRR) – Users who wish to request public information must fill out our online form. The form sends a records request to the appropriate company employee(s) to handle and record PRRs.
18. QR Codes – QR Code administrators can use the administration page to create QR codes that will target an intermediate page on the website. The intermediate page will record information about the number of times the QR code was scanned and forward the user to the ultimate destination defined by the administrator.
19. RSS Feeds – RSS Feeds are provided for the following using information from either our Database or outside services.
 - From our database information
 - Press Releases
 - Procurements
 - Board Meeting Agendas
 - Board Meeting Minutes
 - From outside information
 - Employment Opportunities
20. Schedule a Class – MGAA uses a third-party external site to schedule badging classes. The Schedule a Class page directs users to the third-party site to schedule classes required for getting badged.
21. Terminal Feedback – The Feedback page uses a form to gather feedback information from a site user and sends an email to the appropriate company employee to address the feedback based on the category.
22. Web Services – The website includes several helper services that assist with providing information for autocompleting form fields using information in the database.



Exhibit 2
Sample Professional Services Agreement



SERVICES AGREEMENT

MESA GATEWAY AIRPORT AUTHORITY

AND

[CONSULTANT]

FOR

WEBSITE REDESIGN SERVICES



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Mesa Gateway Airport Authority, formerly 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 Agreement (“Contract”) and the attached exhibits. [Consultant], a(n) <state> <type of company> (“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: website redesign services, 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 Director of Communications and Government Relations, 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

- A. The Consultant itself shall provide all services to be performed under this Agreement. If Sub-Consultants are required by Consultant to perform any services listed under this Agreement, Consultant shall notify MGAA prior to authorizing work by said Sub-Consultants. MGAA may, at its sole discretion, accept or reject proposed Sub-Consultants.
- B. Consultant 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, “Consultant’s Key Personnel”) that are listed in Exhibit F and that are consistent with the Statement of Qualification (SOQ) dated MM/DD/YR. Consultant shall perform the Work under this Agreement using Consultant’s Key Personnel. Consultant’s Key Personnel shall not be removed or replaced during the term of the Agreement without prior written consent of MGAA. MGAA recognizes that Consultant’s Key Personnel may leave the employ of Consultant for reasons beyond Consultant’s control. Whenever practicable, Consultant shall give MGAA at least 14 calendar days’ notice prior to the departure of any of Consultant’s Key Personnel from the Project. MGAA shall have the right to approve or reject any replacements for Consultant’s Key Personnel when personnel leave that are beyond the control of the Consultant. When within Consultant’s control, Consultant’s failure to use Consultant’s Key Personnel to perform the Work under the Agreement without MGAA’s prior written consent will be a material breach and grounds for suspension or termination for cause of this Agreement by MGAA.

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 in accordance with Section XIII, provided Consultant has satisfactorily completed the requested work.

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, graphics, designs, code, and written materials, 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, graphics, designs, code, and written materials 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, graphics, designs, code, and written materials prepared under this Contract, including electronic files, are instruments of service. All of these documents, graphics, designs, code, and written materials shall become the property of MGAA upon completion of the services and payment in full to Consultant or, if the Contract is terminated, upon termination of this Contract. MGAA shall have the right to reuse, modify, or adapt the documents, graphics, designs, code, and written materials as it deems necessary, without requiring 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, graphics, designs, code, or written materials 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 selected Offeror 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 – NOT USED

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 *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. Network Security Liability: Liability arising from the interruption of systems caused by damage to computer programs or data that results from virus, hacking, a denial of service attack, a denial of access or a simple mistake by authorized personnel in the administration of computer system or handling of e-Business information assets (administrative error). This also includes liability for transmission of a computer virus to a third party via a covered computer system or the failure to prevent the use of computer system in a denial of service attack. Minimum limits are \$2,000,000 per occurrence and \$2,000,000 aggregate.
 - iii. Web Content or Multi Media Liability: Actual or alleged acts committed in the course of communications, including providing access, publishing, hosting, collaboration and conducting e-commerce. Minimum limits are \$2,000,000 per occurrence and \$2,000,000 aggregate. Publishing Offenses include:
 - a) Defamation, libel & slander, product disparagement and trade libel
 - b) Violation of rights of privacy or of publicity
 - c) Misappropriation and plagiarism of advertising ideas or materials or literary or artistic formats or styles or performances
 - d) Infringement of copyright, title, slogan, trademark, trade name/dress, service marks or names.
- 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: Director of Communications & Government Relations
 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.



Executed as of the Effective Date.

CONSULTANT
COMPANY NAME

By: _____
Name: _____
Title: _____
Date: _____

MGAA
MESA GATEWAY AIRPORT
AUTHORITY, a joint powers airport authority
authorized by the state of Arizona

By: _____
Name: J. Brian O'Neill, A.A.E.
Title: Executive Director/CEO
Date: _____



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

The scope of work to be performed by the Consultant includes, but is not limited to, the following:

- A. Review Google Analytics for the Airport's three external websites and use the data, along with MGAA's input, to determine each website's intended audiences and goals.
- B. Develop a site map for each of the three websites. Proposed site maps do not need to match existing site maps.
- C. Produce three complete design concepts for MGAA to choose from, then fully develop the selected design template to include:
 - i. Home pages (including alert/notices)
 - ii. Content pages
 - iii. Tables and lists
 - iv. Photo and video galleries (can be a third-party plug-in or frame)
 - v. Maps
 - vi. Landing pages
 - vii. Other designs as needed
- D. Recommend analytic solution(s) and configure.
- E. Define search engine optimization goals and key performance indicators for each website with a plan to track utilizing HubSpot and recommended analytics program.
- F. Create fresh copy for all pages.
- G. Produce pages for the site utilizing HTML/CSS/Razor Pages.
- H. Provide a method for updating site content via web interface.
- I. Provide administrative pages as necessary to allow MGAA staff to administer and update the site.
- J. Work with Airport Information Technology staff for any back-end code conversion necessary.
- K. Implement quality assurance testing.

FEE SCHEDULE

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



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 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



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 above 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 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 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.
 - 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.
 - 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 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.

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. 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.
 - 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.
 - c. 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.
 - d. Upon cancellation/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.
 - e. If this Contract is canceled/terminated, then MGAA is liable only for services rendered and material received, certified, and approved by MGAA under the Contract before the cancellation/termination effective date. In the event any payments are made by MGAA to Consultant in advance of services performed, and this Contract is canceled/terminated, Consultant shall refund MGAA's payment on a pro-rata basis for the unused portion of the term. The refund shall be paid to MGAA within thirty (30) days of the cancellation/termination of the Contract. This refund shall only apply to payments made for services or products that have not been rendered or delivered prior to the cancellation/termination date.



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, in writing, of its acceptance or rejection within thirty (30) days of 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



“Indemnites”), 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 2025-004-RFQ dated **MM/DD/YR**, is hereby incorporated herein and made part of this Contract.

EXHIBIT F – CONSULTANT’S KEY PERSONNEL

[insert from SOQ]

