



## NOTICE OF INVITATION FOR BID (IFB)

SOLICITATION NUMBER: 2020-002-IFB

MATERIAL/SERVICE: Airport Common Use Paper for Boarding Pass and Bag Tags

PROPOSAL DUE DATE & TIME: June 17, 2019– By 11:00 AM Arizona time

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

This solicitation may be downloaded from our website at [www.gatewayairport.com](http://www.gatewayairport.com) under the Business|Procurements & Notices section. The Phoenix-Mesa Gateway Airport Authority (PMGAA) Administration Office Reception Area Staff will receive competitive sealed Bids for the specified material or service until the time and date cited above. Late Bids will not be considered. All submissions and Offeror conduct must comply with applicable PMGAA policies, rules and procedures. PMGAA may cancel this solicitation at any time for any legally permissible reason.

Bids must be submitted in a sealed envelope with the solicitation number and the Offeror's name and address clearly indicated on the envelope. Submittals received on or before the correct time and date will be accepted by a staff member and a submittal receipt will be available upon request. Late submittals will not be considered. Additional instructions for preparing your bid are provided in the solicitation document. Requests for additional information or clarification of requirements must be in writing and submitted to:

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

Deadline for submitting questions to PMGAA is June 5, 2019. Responses to questions received will be issued in an addendum to the Invitation to Bid and posted at [www.gatewayairport.com](http://www.gatewayairport.com) under the Business|Procurements & Notices section of the website. Offerors are responsible for checking the PMGAA website at [www.gatewayairport.com](http://www.gatewayairport.com), under the Business|Procurements & Notices section for any addenda that may be created for this solicitation and including the issued addenda in its submitted proposal.

Direct contact with PMGAA Board of Directors and/or PMGAA representatives or staff other than as specified in this solicitation, on any subject related to this solicitation is expressly prohibited except with the prior knowledge and written permission of the procurement coordinator listed above. Unauthorized contact of any PMGAA Board of Directors, and/or PMGAA staff or representatives may be cause for rejection of proposals.

There is no pre-bid meeting scheduled for this IFB.

Issue Date: May 20, 2019

## Invitation for Bid Table of Contents

---

<b>Section</b>	<b>Page</b>
Notice of Invitation for Bid	1
Table of Contents	2
Notice of Intent Form	3
Introduction	4
Section One – Information and Instructions	5
Section Two – Special Provisions and Specifications	10
Section Three – Standard Terms and Conditions	16
Attachment A – Offer Agreement	21
Attachment B – Bid Price Schedule	22
Attachment C – Insurance Requirements	23
Attachment D – Agreement Review Statement	25
Exhibit 1 – Vendor Agreement	26



**SOLICITATION NUMBER 2020-002-IFB**  
**Airport Common Use Paper for Boarding Pass and Bag Tags**

**Please fax or email this page upon receipt of solicitation package**

**Fax: (480) 988-2315**

**Email: [mwhilden@gatewayairport.com](mailto:mwhilden@gatewayairport.com)**

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

Offeror's Responsibilities:

- Offerors are responsible for checking PMGAA's website at [www.gatewayairport.com](http://www.gatewayairport.com) under the Business | Procurements & Notices section for any addendums that may be created for this solicitation.
- Offerors will submit responses in accordance with requirements stated in the solicitation.
- Offerors may not submit responses to a solicitation via email or fax.

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

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

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

Company: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

**Yes, I intend to respond to this solicitation**

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

Arizona Business Gazette

East Valley Tribune

PMGAA Web Site

Direct email

Industry Association: \_\_\_\_\_

Other: \_\_\_\_\_

## Introduction

### **Purpose:**

The purpose of this Phoenix-Mesa Gateway Airport Authority (PMGAA) document is to obtain bids for the purchase of Common Use Passenger Processing System (CUPPS) boarding pass paper and standard bag tags to be used by airlines operating at Phoenix-Mesa Gateway Airport.

### **Background:**

The Phoenix-Mesa Gateway Airport (Airport) is located in Mesa, Arizona, the state's third largest city. Situated within the Phoenix, Arizona metropolitan area, the Airport serves as a small hub, commercial and general aviation service reliever airport to Phoenix Sky Harbor International Airport. The Airport is located in a region experiencing incredible population growth.

The Airport currently hosts five airlines (Allegiant Air, California Pacific Airlines, WestJet, Swoop, and Flair Air) which provide non-stop service to 50 destinations in the U.S. and Canada.

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

## Section One

### Offeror Information and Instructions

---

#### A. GENERAL INFORMATION ON SOLICITATION PROCESS

1. **Availability of Solicitation.** The solicitation package is available via the Internet at [www.gatewayairport.com](http://www.gatewayairport.com) under the Business | Procurements & Notices section.
2. **Addenda.** If the PMGAA deems it necessary to amend the solicitation, an Addendum will be prepared in writing. Offerors are responsible for obtaining all addenda via the PMGAA website at [www.gatewayairport.com](http://www.gatewayairport.com) under the Business | Procurements & Notices section or by other means. Any Addenda issued by the PMGAA are to be included in the bid and will become a part of the contract. Offeror shall acknowledge receipt of each addendum by signing and returning the document, as part of the Offeror's submittal under this IFB, and by the specified due date and time of the IFB.
3. **Familiarization with Requirements.** It is the Offeror's responsibility to examine the entire solicitation package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due date and time.
4. **Cost of Bid Preparation.** PMGAA shall not reimburse the cost of developing, presenting or providing any response to this solicitation. 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 PMGAA employee unless the solicitation specifically identifies additional person(s) as a contact.
  - b. **Submission of Inquiries.** All inquiries, except those at the Pre-Bid Conference (if scheduled), shall be submitted in writing and/or electronic mail and shall refer to the appropriate solicitation number, page and paragraph. PMGAA shall consider the relevancy of the inquiry but is not required to respond in writing. All questions must be submitted by the date and time specified in this RFQ for PMGAA to consider its relevancy.
  - c. **Verbal Responses.** Oral interpretations or clarifications will be without legal effect. An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
6. **Offer and Acceptance Period.** Unless specified differently in Section Two, all bids submitted shall remain valid and irrevocable for ninety (90) days after the opening time and date of bids.
7. **Public Record.** All bids submitted in response to this solicitation shall become the property of PMGAA, shall not be returned to Offeror and shall become a matter of public record available for review subsequent to the contract award. Please review PMGAA's complete "Public Access to Procurement Information" contained in PMGAA's Procurement Policy that is available under the Policies, Documents and Forms link at: <http://www.gatewayairport.com/policiesdocumentsandforms>.

8. **Solicitation Results.** Bid results are not provided in response to telephone inquiries. A tabulation of responses received is on file at PMGAA and available for review after a contract is awarded.
9. **Debarment/Suspended.** By submitting a bid, Offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this solicitation by any Federal department or agency.
10. **Protest of Solicitation or Specifications (Before Bid Opening).**
  - a. Any interested person aggrieved in connection with the solicitation of a contract shall protest irregularities in the IFB, RFP, or RFQ within three business days from the date the protester knew or should have known of the basis for the protest and, in any case, at least five business days before opening bids or proposals.
  - b. All protests must be made in writing to the Purchasing Director / Chief Financial Officer. Each protest must state the specific factual and legal grounds on which the protest is based. The protester must also include with the protest all pertinent documents and all supporting evidence. PMGAA need not accept any protest that fails to comply with the requirements of this section. The protester's failure to timely protest specifications or other solicitation terms and conditions constitutes a waiver of the protest.
  - c. If a timely protest before bid opening is made, PMGAA may proceed with the solicitation or with the award of the contract unless the Purchasing Director / Chief Financial Officer determines in writing that the protest should be sustained or that an addendum addressing the protest should be issued.
11. **Protest of Award Recommendation.**
  - a. A protest made after the deadline for bids or proposals, including challenges to the evaluation committee, must be submitted in writing to the Purchasing Director / Chief Financial Officer.
  - b. A protest must be received by the Purchasing Director / Chief Financial Officer within five business days following public posting of PMGAA's award recommendation. The formal protest must contain the following information.
    - i. PMGAA's solicitation identification number and title.
    - ii. Name and address of the protester, the title or position of the person submitting the protest, and a statement that the protest has been authorized by the protester and the protest is made in good faith.
    - iii. A statement of all facts alleged and all rules, regulations, statutes, or constitutional provisions that entitles the protester to relief.
    - iv. All other information, documents, materials, legal authority, and evidence in support of the protest.
    - v. A statement indicating the precise relief sought by the protester.
  - c. The Purchasing Director / Chief Financial Officer will make a written decision on the protest within ten business days after it is received.
  - d. The Protester may appeal the Purchasing Director's / Chief Financial Officer's decision to the Executive Director. Any appeal must be filed with the Executive Director within three business days after the protester receives the Purchasing Director's / Chief Financial Officer's decision.

- e. The Executive Director may hear the appeal or appoint an independent hearing officer to do so. If a hearing officer is appointed, the hearing officer shall conduct an informal hearing on the appeal within 10 business days from receipt of the appeal. The hearing officer shall promptly prepare an informal decision and recommendation on the appeal for the Executive Director's consideration. The hearing officer shall promptly serve the recommendation on the protester.
  - f. Upon receipt of the hearing officer's recommendation, or if no hearing officer is appointed, the Executive Director shall decide any protest for a solicitation valued at less than \$50,000. For solicitations valued less than \$50,000 or sustained protests, the Executive Director's decision is final. For solicitations valued over \$50,000 and the Executive Director is recommending denial of the protest, the Executive Director shall make a recommendation to the Board, and the Board shall make the final decision regarding award of the contract.
  - g. Notice of the Board's final decision must be furnished to the protesting party, in writing, by the Purchasing Director / Chief Financial Officer.
12. **Legal Remedies.** All claims and controversies shall be subject to the current PMGAA Procurement Policy.
13. **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.
14. **Certification.** By submitting a bid, proposal or statement of qualifications, Offeror certifies:
- a. 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.
  - b. 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 solicitation.
15. **Title VI Solicitation Notice.** The Phoenix-Mesa Gateway Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Offerors or offerors that it will affirmatively ensure that any contract entered into pursuant to this solicitation, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
16. **Federal Fair Labor Standards Act.** All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.
- The Offeror has full responsibility to monitor compliance to the referenced statute or regulation. The Offeror must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division
17. **Occupational Safety and Health Act of 1970.** All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Offeror must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Offeror retains full

responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Offeror must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## **B. BID PREPARATION AND SUBMITTAL**

### **1. Bid Preparation.**

- a. Forms. All bids shall be submitted on the forms provided in this solicitation. It is permissible to copy these forms if required.
- b. No Facsimile or Electronic Mail Bids. Bids may not be submitted via facsimile or electronically. Facsimiles or electronic mail bids shall not be considered.
- c. Typed or Ink Corrections. The bid shall be typed or in ink. The person signing the bid shall initial erasures, interlineations or other modifications in the bid in ink.
- d. Signature. The person authorized to sign the bid shall submit the Offer and Acceptance page with an original ink signature.
- e. Confidential, Trade Secret and Proprietary Information. Requests for nondisclosure of information deemed Confidential, Trade Secret, and/or Proprietary must be made in accordance with PMGAA's Procurement Policy. Please review PMGAA's complete "Public Access to Procurement Information" contained in PMGAA's Procurement Policy that is available under the Policies, Documents and Forms link at: <http://www.gatewayairport.com/policiesdocumentsandforms>.

### **2. Bid Submittal.**

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

### **3. Bid Evaluation.**

- a. Conformance to IFB. Each received bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB and to ensure that the bid is fully responsive to the specifications listed.
- b. Disqualification. An Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its bid rejected.



- c. Clarifications. PMGAA reserves the right to obtain Offeror clarifications where necessary to arrive at full and complete understanding of Offeror's product, service and/or solicitation response. Clarification means a communication with an Offeror for the sole purpose of eliminating ambiguities in the bid and does not give Offeror an opportunity to revise or modify its bid.
- d. Response Rejection. Submission of additional terms, conditions and/or agreements with the bid may result in bid rejection.

**4. Award of Contract.**

- a. Rights of PMGAA. The PMGAA reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the PMGAA. PMGAA may reject any or all bids, waive any minor informality in bids received or reject any alternate bid(s) and reserves the right to reject the bid(s) of any Offeror who has previously failed to perform competently in any contract with the PMGAA.
- b. Selection. The contract shall be awarded as outlined in Section Two of this IFB.
- c. Contract. A response to a solicitation is an offer to contract with PMGAA based upon the terms, conditions, and specifications contained in the solicitation. Bids do not become contracts until the PMGAA Board of Directors or the PMGAA Executive Director executes them. The selected successful Offeror will be required to execute a contract which will include by reference this solicitation. If the contract is not executed within 30 days from Notice of Intent to Award, PMGAA reserves the right to cancel and award to the next highest ranked Offeror.
- d. Standard Terms and Conditions. Offeror acknowledges that, by virtue of submitting a response to this IFB, Offeror agrees all Standard Terms and Conditions, as stated in Section III of this IFB, will be included in the executed contract between Offeror and PMGAA as a result of this solicitation. If the contract is not executed within 30 days from Notice of Intent to Award, PMGAA reserves the right to cancel and award to the next highest ranked Offeror.

**C. BID OPENING**

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

**Section Two**  
Special Provisions and Specifications

**A. INFORMATION SPECIFIC TO THIS SOLICITATION**

**1. GENERAL OVERVIEW**

PMGAA provides several common use check-in counters and gates for airlines at Phoenix-Mesa Gateway Airport. This solicitation will be used to purchase paper stock required by the airlines who utilize common use facilities to print baggage tags and boarding passes to process passengers.

Provide unit prices per specifications for **Common Use Passenger Processing System (CUPPS) boarding pass paper and standard bag tags**. Orders of paper products may be on a monthly or a quarterly basis and peak usage times may be ordered multiple times per month.

Successful Offeror shall provide PMGAA with a black and white die line at no charge for approval prior to producing the initial order of Boarding Passes. Successful Offeror shall provide PMGAA, at no charge, art/plate proofs prior to producing the initial order of Bag Tags.

Since the implementation of the CUPPS at PMGAA, usage history has been:

Month	Boarding Pass (Box of 1,000)	Bag Tag (Box of 1,000)
Feb-19	10	44
Mar-19	20	82
Apr-19	20	64
	50	190

50,000 Total      190,000 Total

Please note: The months reported above are historically peak months at PMGAA.

Estimated usage for years 1 – 3 (the base term of the contract) is:

Year	Boarding Pass (Box of 1,000)	Bag Tag (Box of 1,000)
1	84	400
2	88	420
3	92	441
	264	1261

264,000 Total      1,261,000 Total

## 2. SPECIFICATIONS

### 2.1. Common Use Standard Boarding Pass Paper

This paper must meet the following specifications for boarding pass printer paper for a Custom TK180 boarding pass printer.

Thermal, paper type

- a. 7.0 Mil paper
- b. Die cut, waste removed
- c. 3.25 in width
- d. Fanfold at 8.00
- e. Perforation every 8.00
- f. Active surface located on top
- g. 1000 boarding passes per box
- h. Domestic paper only

### 2.2. Common Use 21" Standard Bag Tag Paper

This paper must meet the following specifications:

- a. Ticket width: label stock 2 in
- b. Ticket length: 21 in
- c. Die cut, waste removed
- d. Ticket paper weight: combined sticker and back – minimum 40 lb.
- e. Peel off adhesive tabs, IATA standard
- f. Single color print on liner – text per below:

<b>Limited Release</b>			
<input type="checkbox"/>	Fragile & Unsuitably Packed-Release applies to damage.		
<input type="checkbox"/>	Packing Inadequate-Release applies to damage and loss of contents.		
<input type="checkbox"/>	Perishable-Release applies to spoilage resulting from delay.		
<b>Received Damaged</b>			
<input type="checkbox"/>	Handle Broken	<input type="checkbox"/>	Strap Broken
<input type="checkbox"/>	Scratch	<input type="checkbox"/>	Other
<input type="checkbox"/>	To p	<input type="checkbox"/>	Bottom
<input type="checkbox"/>		<input type="checkbox"/>	Side
<input type="checkbox"/>		<input type="checkbox"/>	End
<b>Release applies to damage</b>			
<input type="checkbox"/>	Voluntary Separation		
<small>In consideration of carrier(s) transporting my property (described above), which has been damaged previously or which is deemed by governing tariffs to be unsuitable for transportation as checked baggage, I hereby release carrier(s) from liability resulting solely from pre-existing damage or unsuitability (as designated above by "X").</small>			
			

- g. 1000 tags per box (2 sleeves of 500 each)
- h. Synthetic material
- i. Perfed between labels and fanfold

## 3. SCOPE AND SPECIFICATIONS OF GOODS

### 3.1 Expected Ordering Process

It is to be understood that this is not a one print job or single order contract. The paper is anticipated to be ordered on a monthly or quarterly basis once a usage and turnaround time can be established with the contractor and mutual economical (approximate) order quantities can be determined. PMGAA reserves the right to order product on an as-needed basis as well.

### 3.2 New Materials

All products and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended, unless otherwise specified.

### 3.3 Substituting of Specified Items

Offeror may offer any items or materials that is equal in every respect to the specifications. However, if the items or materials delivered is not, in the opinion of PMGAA, equal in every respect to the specifications then the Offeror must furnish the item or material with one that in, the opinion of PMGAA, is equal in every respect to the specifications.

### 3.4 Deliveries of Product(s)

- a. Delivery date is an important factor and may be required to be a part of each bid. PMGAA considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by PMGAA at the specified delivery location.
- b. All product(s) covered by this bid shall be delivered F.O.B. destination Phoenix-Mesa Gateway Airport, from point of assembly to the Phoenix-Mesa Gateway Airport area by truck or airfreight. PMGAA shall not be liable for any deliveries unless products provided under this contract has been received at the specified delivery location within the Phoenix-Mesa Gateway Airport, inspected and accepted as in full compliance with the specifications. Risk of theft, destruction, loss or damage to any work, materials, shipment, or deliveries will be borne exclusively by the successful Offeror until after PMGAA completes its inspection and acceptance of said work, material, shipments, or deliveries; the burden and cost of insurance against such risks shall be assumed by the successful Offeror.
- c. Delivery will be made only upon authorization of PMGAA, and shall be made if, as, and when required and ordered by PMGAA, at such intervals as directed.
- d. Contractor warrants that all deliveries made under the Contract will be of the type and quality specified, and PMGAA may reject and/or refuse any delivery that falls below the quality specified in the specifications. PMGAA shall not be held to have accepted any delivery until after an inspection of the products provided under this contract has been made and an opportunity to exercise its right of rejection has been afforded.
- e. Failure by the Contractor to make reasonable delivery as and when requested shall entitle PMGAA to acquire quantities from alternate sources wherever available, with the right to seek reimbursement from the Contractor for amounts, if any, paid by PMGAA over and above the bid price.
- f. Acceptance by the PMGAA of any delivery shall not relieve the Contractor of any guarantee or warranty, expressed or implied, nor shall it be considered an acceptance of material not in accordance with the specifications and shall not waive PMGAA's right to request replacement of defective material.
- g. Successful Offeror may be required to provide notification of intent to deliver at least twenty-four (24) hours in advance of scheduled delivery. Unless otherwise agreed upon at time of notification, delivery must be accomplished between the hours of 8:30 a.m. and 4:00 p.m. Arizona time, Monday through Friday (excluding observed holidays).

### 3.5 Definitions

- a. PMGAA – The Phoenix-Mesa Gateway Airport Authority
- b. Offeror/Proposer/Offeror/Firm – The individual, partnership, or corporation who, as a result of the competitive bid process, has submitted a bid for specified goods/services

- c. Invitation for Bid - A type of competitive sealed bid procurement process
- d. Contractor/Consultant - The individual, partnership, or corporation who, as a result of the competitive bid process, submitted a bid for goods/services and is awarded the resulting contract.

### 3.6. **Free on Board**

Prices quoted will be FOB destination and delivered, as required, to the following point(s):

Phoenix-Mesa Gateway Airport Authority  
Attn: Operations Department  
6263 S. Taxiway Circle  
Mesa, AZ 85212

If PMGAA requests expedited delivery in an emergency situation, PMGAA will pay the expedited delivery fee. Offeror will provide original invoice for expedited shipping to be reimbursed.

### 3.7 **Price**

All prices submitted will be firm and fixed for the initial 1 year of the contract period. Thereafter, pricing may be adjusted annually by Contractor, however, pricing per bid item may not increase greater than the percentage of the Consumer Price Index, for the West Region. Any such price increase must be submitted to PMGAA, in writing, 30 days prior to the Contract renewal.

### 3.8 **Multiple Awards**

PMGAA reserves the right to award to more than one (1) Offeror. PMGAA's decision to utilize multiple Offerors shall be final and conclusive.

### 3.9 **Method of Ordering (Purchase Orders)**

Offeror will deliver items and/or services only upon receipt of a written purchase order issued by PMGAA. All Offeror invoices and packing/delivery tickets must include PMGAA's purchase order number.

### 3.10 **Method of Invoicing**

Invoice(s) must be emailed in PDF format to [ap@gatewayairport.com](mailto:ap@gatewayairport.com)

### 3.11 **Delivery Time**

Delivery is an important consideration and will be a factor in determining the award. A delivery time after receipt of order (ARO) must be stated in definite terms (Attachment B). Should there be variations in delivery times by item; the solicitation submittal must be clear concerning these variations.

### 3.12 **Option for Additional Quantities, Service and Products**

PMGAA anticipates considerable activity under the resultant contract(s). However, no guarantee can be made as to actual products that will be purchased under this contract. PMGAA reserves the right to add, change or delete quantities, services, products, or items as circumstances may require.

### 3.13 **Samples**

All Offerors submitting for airline common use paper must submit one sample of **each**

item being solicited for examination and evaluation by PMGAA which will allow PMGAA to test each product. All samples shall be provided at no cost or obligation with submittal. Any submittal without samples may be considered non-responsive. Samples will be retained by PMGAA and shall not be returned to Offeror.

Any sample submitted shall create an express warranty the whole of the goods shall conform to the sample submitted. Send samples along with the bid to:

Marian Whilden  
Procurement Coordinator  
5835 S. Sossaman Road  
Mesa, AZ 85212

**Samples must be received prior to the deadline stated for the IFB Submittal.**

Boarding Pass: 1 box or 1,000  
Bag Tag: 1 box of 1,000

**B. SUBMITTAL**

1. **All Offerors must submit one (1) original of the Submittal Section and all other required documentation.**

**Please submit only the Submittal Section, do not submit a copy of the entire solicitation document.** This offer will remain in effect for a period of 90 calendar days from the bid opening date and is irrevocable unless it is in PMGAA's best interest to do so.

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

1. Attachment A: Offer Agreement
2. Attachment B: Bid Price Schedule
3. Attachment C: Insurance Requirements
4. Attachment D: Agreement Review Statement

**C. EVALUATION AND AWARD CRITERIA**

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

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

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

The following tentative schedule has been established for this solicitation:

Written Questions Due	June 5, 2019
Last Addenda Issued (No Later Than)	June 11, 2019
IFB Closing Date/Bids & Samples Due	June 17, 2019 at 11:00 am Az Time
Contract Award Recommendation to PMGAA Board of Directors	July 16, 2019
Contract Commencement (Anticipated)	July 17, 2019

## 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. **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.
  
3. **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 PMGAA in the form of salaries, paid vacation, or sick days. PMGAA will not provide any insurance to Offeror, including *Workers' Compensation* coverage. PMGAA will not withhold FICA, taxes, or any similar deductions from PMGAA's payments under this Contract.
  
4. **Affirmative Action.** Offeror shall abide by all the federal and state of Arizona provisions for equal opportunity in the work place.
  
5. **Human Relations.** Offeror shall abide by all the federal and state of Arizona provisions against discrimination of disadvantaged business enterprises in applicable PMGAA contracts.
  
6. **Non-Exclusive Contract.** This Contract is for the sole convenience of PMGAA. PMGAA reserves the right in its discretion to obtain the same or similar goods or services from any other source.



7. **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*.
8. **Confidentiality of Records.** Offeror shall establish and maintain procedures and controls that are acceptable to PMGAA for the purpose of assuring that no information contained in its records or obtained from PMGAA or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under this Contract. Persons requesting such information should be referred to PMGAA. 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 PMGAA.
9. **Gratuities.** PMGAA 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 PMGAA involved in the amending, or the making of any determinations with respect to the performing of such Contract. If this Contract is canceled by PMGAA under this provision, PMGAA shall, in addition to any other rights and remedies, repay to the Offeror the amount of the gratuity.
10. **Applicable Law.** This Contract shall be governed by, and PMGAA and Offeror shall have, all remedies afforded each by the *Uniform Commercial Code*, as adopted in the state of Arizona, except as otherwise provided in this Contract or in laws pertaining specifically to PMGAA. This Contract shall be governed by the laws of the state of Arizona, and suits pertaining to this Contract shall be brought only in federal or state courts in the state of Arizona.
11. **Contract Amendments.** This Contract shall be modified only by a written amendment signed by the PMGAA Executive Director or his/her designee, and persons duly authorized to enter into contracts on behalf of Offeror.
12. **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.
13. **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.
14. **Protection of Government Property.** Offeror shall use reasonable care to avoid damaging all PMGAA property, including buildings, equipment, and vegetation (such as trees, shrubs, and grass). If Offeror damages PMGAA's property in any way, Offeror shall immediately repair or replace the damage at no cost to PMGAA, as directed by the PMGAA Executive Director. If Offeror fails or refuses to repair or replace the damage, then PMGAA may terminate the Contract, and PMGAA shall deduct the repair or replacement cost from money due Offeror under the Contract.
15. **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.
16. **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 PMGAA. PMGAA may, at its sole discretion, accept or reject proposed subcontractors or assignment. PMGAA shall notify Offeror of its acceptance or rejection within forty-five (45) days or 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.

17. **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.
18. **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 PMGAA, shall not alter or affect the obligations of Offeror or the rights of PMGAA under the foregoing warranties. Additional warranty requirements may be set forth in this Contract.
19. **Indemnification.** To the fullest extent permitted by law, Offeror shall defend, save, indemnify, and hold harmless PMGAA, its agents, representatives, officers, directors, officials, and employees (collectively the "Indemnitees"), for, from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the Offeror's acts, errors, omissions, or mistakes relating to Offeror's services under this Contract.
20. **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.
21. **Advertising.** Offeror shall not advertise or publish information concerning this Contract without prior written consent of PMGAA.
22. **Right to Inspect.** PMGAA may, at reasonable times, and at PMGAA'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.
23. **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.

24. **Exclusive Possession.** All services, information, computer program elements, reports, and other deliverables, which may be created under this Contract, are the sole property of PMGAA and shall not be used or released by Offeror or any other person except with prior written permission by PMGAA.
25. **Title and Risk of Loss.** The title and risk of loss of materials or services shall not pass to PMGAA until PMGAA actually receives the material or service at the Airport, unless otherwise provided within this Contract.
26. **Liens.** All materials, services, and other deliverables supplied to PMGAA under this Contract must be free of all liens and other encumbrances. Upon request of PMGAA, Offeror shall provide a formal release of all liens.
27. **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.
28. **Subsequent Employment.** PMGAA may cancel this Contract without penalty or further obligation in accordance with A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of the PMGAA is or becomes, at any time while the Contract or any extension of the contract is in effect, an employee of, or a contractor to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when the parties to this Contract receive written notice from PMGAA, unless the notice specifies a later time.
29. **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 PMGAA. Upon completion of any repair, Offeror shall leave the work and premises in clean, neat, and workmanlike condition.
30. **Patents.** Offeror shall defend, indemnify, and hold harmless PMGAA, its officers and employees from all liabilities, claims, damages, costs, or expenses, including, but not limited to attorneys' fees, for any alleged infringement of any person's patent rights or copyrights in consequence of the use by PMGAA, its officers, employees, agents, and other duly authorized representatives of tangible or intellectual property supplied to PMGAA by Offeror under this Contract.
31. **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 PMGAA. PMGAA 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. PMGAA is entitled to access to these Records from the effective date of this Contract for the duration of the work and until five years after the date of final payment by PMGAA to Offeror under the Contract. During normal working hours, PMGAA 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. PMGAA 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.
32. **E-Verify Requirements.** To the extent applicable under A.R.S. § 41-4401, Offeror and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees, and compliance with the E-Verify requirements under A.R.S. §23-214(A). Offeror's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by PMGAA. PMGAA 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.
33. **Termination of Contract.**

- a. PMGAA reserves the right to cancel this Contract in whole or in part due to failure of Contractor to carry out any term, promise, or condition of the Contract. At least ten (10) business days before terminating the Contract, PMGAA will issue a written notice of default specifying one of the following reasons. PMGAA 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.
  - (1) Contractor has provided personnel that do not meet the requirements of the Contract.
  - (2) Contractor has failed to perform adequately the stipulations, conditions or services/specifications required in this Contract.
  - (3) Contractor has attempted to impose on PMGAA personnel or materials, products, or workmanship of unacceptable quality.
  - (4) Contractor 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) Contractor has failed to make progress in the performance of the requirements of the Contract or Authorization of Services, or Contractor fails to give PMGAA adequate assurance the Contractor will perform the Contract in full and on time.
  - (6) Each payment obligation of PMGAA created hereby is conditioned on the availability of PMGAA, state, or federal funds appropriated for payment of the obligation. If funds are not available or allocated by PMGAA for continuance of service under this Contract, then PMGAA may terminate the Contract. PMGAA shall promptly notify Contractor regarding the service that may be affected by a shortage of funds. No penalty accrues to PMGAA if this provision is exercised, and PMGAA shall not be liable for any future payments due or for any damages as a result of termination under this paragraph.
- b. This Contract may be terminated at any time by mutual written consent or by PMGAA - with or without cause - provided the terminating party gives sixty (60) calendar days' advance written notice to the other party. PMGAA may terminate this Contract, in whole or in part, for PMGAA's convenience and with fourteen (14) days' written notice. If this Contract is terminated, then PMGAA is liable only for services rendered and material received, certified, and approved by PMGAA under the Contract before the termination effective date.

**Attachment A**  
Offer Agreement

---

**OFFER TO PHOENIX-MESA GATEWAY AIRPORT AUTHORITY:**

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

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

Federal Tax Identification Number: \_\_\_\_\_

Sales Tax Identification Number: \_\_\_\_\_

\_\_\_\_\_  
Person Authorized to Sign

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**For clarification of this offer, contact:**

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

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

Telephone: \_\_\_\_\_

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

**Attachment B**  
Bid Price Schedule

Item No.	Description	Standard Rolls Per Box Requested	Paper Manufacturer and Part Number	Estimated 3-Year Quantity	Unit Price	Total Price per Line Item
1.	Common Use Standard Boarding Pass Paper (1,000 boarding passes/box) per Specs	1000 boarding passes/box		264 boxes	\$_____/box	\$
2.	Common Use 21" Standard Bag Tag Paper (1000 tags/box), per Specs	10000 bag tags/box		1,61 boxes	\$_____/box	\$

**1. SAMPLES:** Offeror must submit all required samples for each line item at time of offer due date, per Section Two (A), (3.13).

**2. DELIVERY:** Offeror states that item(s) ordered will be delivered \_\_\_\_\_ days after receipt of order. This delivery schedule shall include any time for shipping.

**3. PAYMENT TERMS:** Contractor offers a prompt payment discount of \_\_\_\_\_ % with \_\_\_\_\_ days to apply after receipt of invoice or final acceptance of the products, whichever is later.

If no prompt payment discount is offered, enter 0 in the % space to indicate net 30 days,

Payment terms will be considered in the price evaluation of bids received.

**Proposal Certification**

By Offeror's signature, Offeror certifies that Offeror is authorized to bind this firm/individual to provide the services accepted herein, in compliance with the scope and specifications of goods, and other terms and conditions in this Invitation for Bid at the price provided on this Price Page.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

## Attachment C Insurance Requirements

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

**GENERAL LIABILITY**  Required by PMGAA  Not required by PMGAA

General liability insurance with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** general aggregate for Bodily Injury and Property Damage. Products – Completed Operations Aggregate of \$1,000,000 and Personal and Advertising Injury of \$1,000,000. It shall include contractual liability coverage for the indemnity provided under this Contract. Any supplementary payments, including defense costs, shall be in addition to the policy limits. It shall provide that the Phoenix-Mesa Gateway Airport Authority, its agents, officials, officers and employees are Additional Insureds but only with respect to the Offeror’s services to be provided under this Contract.

**AUTOMOBILE LIABILITY**  Required by PMGAA  Not required by PMGAA

Automobile liability insurance with a combined single limit, or the equivalent, of not less than  
 \$200,000       \$500,000       \$1,000,000       \$5,000,000  
 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable. Proof of coverage is required. All vehicles used by Offeror on PMGAA property shall carry appropriate proof of insurance.

**PROFESSIONAL LIABILITY**  Required by PMGAA  Not required by PMGAA

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

**WORKERS’ COMPENSATION.**  Required by PMGAA  Not required by PMGAA

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

**POLLUTION LEGAL LIABILITY**  Required by PMGAA  Not required by PMGAA

Pollution Legal Liability insurance with a combined single limit, or the equivalent, of not less than  
 \$200,000       \$500,000       \$1,000,000       \$2,000,000  
 for each event. A certificate is required.

**CERTIFICATES OF INSURANCE AND ENDORSEMENTS.**

Check one or both if insurance is required:  Certificate Required  
 Endorsement Required

As evidence of the insurance coverages required by this IFB/Contract, the Offeror shall furnish acceptable insurance certificates and endorsements to PMGAA prior to commencement of any work under this Contract. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the PMGAA. The Offeror shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

**NOTICE OF CANCELLATION OR CHANGE.**

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

**ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an “A.M. Best” rating of not less than A,VII. PMGAA in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Offeror hereby certifies that as an Offeror to PMGAA's Solicitation 2019-022-IFB, Airport Common Use Paper for Boarding Pass and Bag Tags, for Phoenix-Mesa Gateway Airport, Offeror is fully aware of Insurance Requirements as specified in this Attachment C and by the submission of this IFB submittal, Offeror hereby assures PMGAA that Offeror is able to produce the insurance coverage required should Offeror be selected to be awarded the contract.

Should Offeror be awarded the contract by PMGAA, and then become unable to produce the insurance coverage specified within ten working days, Offeror is fully aware and understands that PMGAA may not consider Offeror for this and future projects.

---

Signature of Offeror

---

Date



**Attachment D**  
Agreement Review Statement

---

As an Offeror to PMGAA's Solicitation 2020-002-IFB, Airport Common Use Paper, Offeror hereby certifies that Offeror has reviewed the PMGAA sample Vendor Agreement (Exhibit 1) and have listed any objections to it below. The response shall clearly identify if the attached sample Vendor 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 is aware any objections to the sample Vendor Agreement will be considered and included in PMGAA's evaluation of my firm's qualifications. Offeror is also aware, if Offeror fails to list any objections to PMGAA's sample Vendor Agreement, Offeror will not be allowed to raise any objections later if selected as the most qualified Offeror.

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

\_\_\_\_\_  
Date

Specific Objections:

---

---

---

---

---

---

---

---

---

---

**Exhibit 1**  
Sample Vendor Agreement

---



**PHOENIX-MESA GATEWAY AIRPORT AUTHORITY**

**AND**

**[VENDOR/CONTRACTOR]**

**FOR**

**AIRPORT COMMON USE PAPER,  
BOARDING PASSES AND BAG TAGS**

**CONTRACT NUMBER C-2020002**

*The Phoenix-Mesa Gateway Airport is owned and operated by the Phoenix-Mesa Gateway Airport Authority (PMGAA), a joint powers airport authority authorized by the State of Arizona and consisting of the City of Mesa, City of Phoenix, City of Apache Junction, Town of Gilbert, Town of Queen Creek and the Gila River Indian Community.*

## Table of Contents

Section I – Contractor Goods	3
Section II – Term; Termination	3
Section III – Price and Payment to Contractor	4
Section IV – Alteration in Goods or Specifications	4
Section V – Shipment and Delivery	5
Section VI – Compliance with Laws	5
Section VII – General Considerations	5
Section VIII – No Kick-back Certification	6
Section IX – Additional Requirements, Terms and Conditions	6
Section X – Insurance Requirements	6
EXHIBIT A – Specification of Goods & Bid Price Schedule	9
EXHIBIT B – Contractor Performance Requirements	10
EXHIBIT C – PMGAA Purchase Order Terms & Conditions	11
EXHIBIT D – Special Provisions	13
EXHIBIT E – PMGAA Standard Terms and Conditions	16

VENDOR AGREEMENT  
CONTRACT NO. C-2020002

This Vendor Agreement under Contract Number C-2020002 (the “**Contract**”), dated as of \_\_\_\_\_, 20\_\_ is entered into by and between Phoenix-Mesa Gateway Airport Authority, a joint powers airport authority authorized by the State of Arizona (“**PMGAA**”), and **[Contractor]**, a(n) **<state>** **<type of company>** (“**Contractor**”), with its principal offices located at **[address]**, (“**Contractor**”), (individually a “**Party**” and jointly the “**Parties**”).

RECITALS

- A. PMGAA requires certain Goods and Contractor is willing to provide these Goods under this Contract; and
- B. PMGAA desires to purchase Goods from Contractor, and Contractor desires to sell Goods to PMGAA in accordance with this Contract.

**Now therefore**, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PMGAA and Contractor agree as follows:

SECTION I - CONTRACTOR GOODS

1.1 Type of Contract. This Contract is a non-exclusive vendor agreement. PMGAA expressly reserves the right to contract with others to purchase any goods including, those similar to or the same as, the Goods discussed herein. Nothing herein is intended nor shall be construed as creating any exclusive arrangement between PMGAA and Contractor.

1.2 Type of Goods. The goods to be provided by Contractor under this Contract are those described in the specifications of goods attached as **EXHIBIT A** (“**Goods**”).

1.3 Authorized Goods and Quantities. Contractor shall provide Goods in accordance with this Contract and all amendments and attachments herein. PMGAA shall not pay Contractor for any Goods that have not been authorized under the Contract. PMGAA is not obligated to purchase any minimum quantities of Goods under this Contract.

1.4 PMGAA Authorized Representative. PMGAA’s authorized representative shall be the PMGAA’S Operations and Maintenance Director, or his/her duly authorized representative, and that he/she shall be the sole PMGAA contact for administering this Contract.

1.5 Warranty of Goods. Contractor shall provide Goods to PMGAA in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession, or those in the sale of similar goods, currently practicing under similar circumstances in Arizona. Contractor agrees to all warranty provisions herein, including those listed in any and all attachments to this Contract.

1.5.1 Free from Defects. Contractor warrants that the Goods will materially conform to the specifications in accordance with those listed in **Exhibit A**. Contractor warrants that the Goods provided to PMGAA will be free from significant defects in material and workmanship.

1.5.2. New Materials. Contractor warrants that all products and components to be provided under this Contract (i) will be new; (ii) will not contain any used or reconditioned parts; (iii) will not be of such age or such deteriorated as to impair the usefulness or safety of the Goods; (iv) will be of current production; and (v) will be of the most suitable grade for the purpose intended.

SECTION II – TERM; TERMINATION

1.2 Base Term. The term of this Contract shall commence on **[date]** and ends on **[date]** (“**Base Term**”), unless terminated, canceled or extended as provided herein.

2.2 Renewal Term. This Contract has two (2) optional one-year extensions that PMGAA may exercise at its sole discretion (“**Renewal Term**”), prior to the expiration of the Base Term, or if after the Base Term, prior to the expiration of the first Renewal Term (collectively as “**Term**”). If PMGAA exercises such right, all terms, conditions and provisions of this Contract shall remain the same and apply during the extended period with the possible exception of price. All prices for the optional Renewal Terms shall be made in accordance with Section III of this Contract. Any other extension or alteration of this Contract shall require an Amendment signed by both parties.

2.3 Termination. The Contract shall terminate at the expiration of the Term. PMGAA has termination rights pursuant to the PMGAA Standard Terms and Conditions, as shown in **Exhibit E**, and the PMGAA Purchase Order Terms and Conditions, as shown in **Exhibit C**. The Parties shall follow the termination rights, obligations and requirements of this Contract in accordance with the PMGAA Standard Terms and Conditions, as shown in **Exhibit E**, and the PMGAA Purchase Order Terms and Conditions, as shown in **Exhibit C**.

### SECTION III - PRICE AND PAYMENT TO CONTRACTOR

3.1 Prices. All prices for Goods are listed in **Exhibit A** (“**Prices**”). Prices shall be firm and fixed for the Base Term of the Contract. Thereafter, the Prices may be adjusted annually by Contractor, however, pricing per bid item may not increase greater than the percentage of the Consumer Price Index, for the West Region. Any such price increase must be submitted to PMGAA, in writing, thirty (30) days prior to the start of any Renewal Term.

3.2 Invoices. Contractor shall submit a detailed invoice(s) for payment (“**Invoice**”) upon delivery of Goods per PMGAA’s Purchase Order. Invoices must be submitted to:

Phoenix-Mesa Gateway Airport Authority  
Attn: Operations and Maintenance Director  
5835 S. Sossaman Road  
Mesa, Arizona 85212

Or emailed in PDF format to:  
ap@gatewayairport.com

PMGAA agrees to pay Contractor’s Invoice(s) within thirty (30) calendar days after the Invoice is approved by PMGAA. PMGAA may withhold payment on any Invoice if it believes, in PMGAA’s sole opinion, that Contractor has not provided the Goods in a satisfactory manner. If PMGAA withholds payment to Contractor, PMGAA shall promptly notify Contractor and explain the reasons for the decision to withhold payment.

3.3 Adjustments. Contractor shall be paid for Goods in accordance with this Contract plus any adjustments that have been approved in writing by PMGAA in accordance with PMGAA’s Procurement Policy.

3.4 Payment Discount Period. Any payment discount period, if offered by Contractor, shall be computed from the date of receipt of the Goods at the address listed on PMGAA’s Purchase Order. PMGAA may, at its sole discretion, accept the discount if Invoice is paid within the specified discount period.

### SECTION IV - ALTERATION IN GOODS OR SPECIFICATIONS

4.1 Alteration. For any alteration in the Goods or any alteration in the specification of Goods that would materially increase or decrease the any amount owed under this Contract, the parties shall negotiate an amendment to the Contract to be executed by PMGAA and Contractor. No work shall commence on any amendment or change until the amendment has been approved by PMGAA, and Contractor has been notified to proceed by PMGAA. No claim for extra work done or materials furnished by Contractor shall be allowed, except as provided herein, nor shall Contractor do any work or furnish any materials not covered by this Contract unless the work is first authorized in writing by PMGAA and the change complies with PMGAA’s Procurement Policy. Any work or materials furnished by Contractor without advance, written authorization will be at Contractor’s own risk, cost, and expense.

## SECTION V – SHIPMENT AND DELIVERY

5.1 Shipment and Delivery Requirements. Time, quantity, quality and delivery are of the essence to this Contract. Contractor shall deliver Goods strictly in the quantities, by the methods, to the delivery locations and by the delivery dates as specified in this Contract and its attachments herein. Delivery times shall be measured as the time the Goods are actually received at the delivery location, as specified on the purchase order. All work initiated under this Contract must be completed on or before the expiration date of the Contract as amended.

5.2 Delivery Timeframe. Contractor shall deliver the Goods within **<word number>** (**<Arabic number>**) days of the written authorization by PMGAA or issuance of a Purchase Order by PMGAA, unless otherwise agreed to between the Parties and evidenced in writing.

5.3 Additional Requirements Under Exhibits. In addition to this Contract, Contractor shall ship and deliver Goods in accordance with the instructions, terms and conditions as shown in the Exhibits, as attached herein.

5.4 F.O.B. and Risk of Loss. The F.O.B. determination and risk of loss shall be stated in the Performance Requirements, attached as **Exhibit B**, and shall be in accordance with this Contract and the Exhibits herein.

5.5 Variations, Substitutions and Additions.

5.4.1 Variations to Delivery Time. Any changes or variations to the shipment or delivery timeframe, requires approval by the Parties.

5.4.2 Substitution of Goods. Contractor may offer substitutions of the Goods that are equal in every respect to the specifications as listed in **Exhibit A**, provided however, that if the substituted goods delivered are not, in the opinion of PMGAA, equal in every respect to the specifications as listed in **Exhibit A**, PMGAA shall not be obligated to accept the substituted Goods and Contractor shall furnish the originally requested Good, or some other substituted good that, in the opinion of PMGAA, is equal in every respect to the specifications of the originally requested Good.

5.4.3 Option for Change in Goods. No guarantee shall be made as to actual products to be purchased. PMGAA reserves the right to add, change, or delete quantities and type of Goods to be purchased as circumstances may require.

## SECTION VI - COMPLIANCE WITH LAWS

6.1 General Compliance with Laws. Contractor shall comply with all federal, state and local laws, local ordinances and regulations applicable to this Contract, the Goods and the operation of its business.

6.2 I-9 Requirements. Contractor'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 Contractor and any of its subcontractors and employees employed to complete any work assignment.

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

6.4 Additional Law and Regulation Compliance. In addition to the references to laws and regulations stated herein, Contractor shall follow all laws and regulations referenced in the Special Provisions, attached as **Exhibit D**.

## SECTION VII - GENERAL CONSIDERATIONS

7.1 Acceptance and Obligations. The fact that PMGAA has accepted or approved any of Contractor's Goods upon deliver shall in no way relieve Contractor of its responsibility and obligations under this Contract.

7.2 Choice of Law. This Contract, including all exhibits, schedules, attachments and amendments 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.

7.3 Entire Agreement. This Contract, together with all related exhibits, scheduled and attachments constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and superseded all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. The exhibits attached hereto shall be considered an integral part of, and shall be enforceable in accordance with and as part of, this Contract.

## SECTION VIII - NO KICK-BACK CERTIFICATION

8.1 No Kick-Back. Contractor 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 PMGAA Board of Directors or any employee of PMGAA has any interest, financially or otherwise, in Contractor's firm. For breach or violation of this warranty in this Section 8.1, PMGAA may annul this Contract without liability.

## SECTION IX – ADDITIONAL REQUIREMENTS, TERMS AND CONDITIONS

9.1 Terms and Conditions. Contractor shall perform its obligations under this Contract in accordance with (i) the Performance Requirements set forth in **Exhibit B**; (ii) the PMGAA Purchase Order Terms & Conditions, as may be modified from time to time, the current form of which is set forth in **Exhibit C**; (iii) the Special Provisions set forth in **Exhibit D**; and (iv) the PMGAA Standard Terms and Conditions set forth in **Exhibit E**.

## SECTION X - INSURANCE REQUIREMENTS

10.1 Insurance. Without limiting Contractor's indemnification obligations under this Contract, Contractor shall procure and maintain, during the Term, 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 Contractor, its subcontractors, its agents, representatives, or employees.

10.2 Additional Insured. All insurance policies required by this Contract shall name PMGAA, its agents, representatives, officers, directors, officials and employees as additional insured.

10.3 Minimum Scope and Limits of Insurance. Coverage shall be at least as broad as:

(a) Commercial General Liability: Insurance Services Office Form CG 00 01 covering Bodily Injury and Property Damage on an "occurrence" basis, including personal & advertising injury with limits no less than \$1,000,000 per occurrence, \$2,000,000 General Aggregate; and

10.4 Additional Insurance Policy Requirements. The insurance policies shall provide, or be endorsed to include, the following, or substantially similar, provisions:

(a) Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to PMGAA.

(b) Waiver of Subrogation: Contractor waives any right to subrogation. Contractor shall obtain an endorsement necessary to affect this waiver of subrogation from the insurer for all lines of coverage required by this Contract.

(c) Primary Coverage: For all claims related to this Contract, all of Contractor's insurance policies will be primary and non-contributory. Any insurance or self-insurance maintained by PMGAA, its officers, officials, employees, or volunteers will be in excess of Contractor's insurance and will not contribute to it.

(d) 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 PMGAA.

(e) Verification of Coverage: Contractor shall furnish PMGAA 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 PMGAA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide the required insurance. PMGAA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(f) If the Contractor maintains higher limits than the minimums shown above, PMGAA requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to PMGAA.

(g) Special Risks or Circumstances: PMGAA reserves the right to modify these requirements, including limits, based on the nature of the risk, scope and specifications of goods, prior experience, insurer, coverage, or other special circumstances.



Executed as of the dates set forth below.

**CONTRACTOR**

**COMPANY NAME, a(n)**

\_\_\_\_\_

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

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

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

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

**PMGAA**

**PHOENIX 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 – SPECIFICATION OF GOODS & BID PRICE SCHEDULE**

The goods to be provided by Contractor to PMGAA under this Contract shall be in accordance with the following specifications:

**2.1. Common Use Standard Boarding Pass Paper**

This paper must meet the following specifications for boarding pass printer paper for a Custom TK180 boarding pass printer.

Thermal, paper type

- a. 7.0 Mil paper
- b. Die cut, waste removed
- c. 3.25 in width
- d. Fanfold at 8.00
- e. Perforation every 8.00
- f. Active surface located on top
- g. Paper Mill Manufacturer Number Type (recommended): 1
- h. 1000 boarding passes per box
- i. Domestic paper only

**2.2. Common Use 21" Standard Bag Tag Paper**

This paper must meet the following specifications:

- a. Ticket width: label stock 2 in
- b. Ticket length: 21 in
- c. Die cut, waste removed
- d. Ticket paper weight: combined sticker and back – minimum 40 lb.
- e. Peel off adhesive tabs, IATA standard, small tabs lead off roll first
- f. Single color print on liner – text per below:



- a. 1000 tags per box
- b. 3 in core
- c. 2.13 in web, perf and sensor holes
- d. Paper Mill Manufacturer Number Type (recommended): 1

Contractor agrees to provide the goods listed here in at the prices below:

[Insert Bid Price from IFB]

## EXHIBIT B – PERFORMANCE REQUIREMENTS

The goods to be provided by Contractor to PMGAA under this Contract shall be in accordance with the following:

### **1. Expected Ordering Process**

It is understood that this is not a one print job or single order contract. The paper is anticipated to be ordered on a monthly or quarterly basis once a usage and turnaround time can be established with the contractor and mutual economical (approximate) order quantities can be determined. PMGAA reserves the right to order product on an as-needed basis as well.

### **2. Deliveries of Product(s)**

a. Delivery date is an important factor and may be required to be a part of each bid. PMGAA considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by PMGAA at the specified delivery location.

b. All product(s) covered by this bid shall be delivered F.O.B. destination Phoenix Mesa Gateway Airport, from point of assembly to the Phoenix Mesa Gateway Airport area by truck or airfreight. PMGAA shall not be liable for any deliveries unless products provided under this contract has been received at the specified delivery location within the Phoenix Mesa Gateway Airport, inspected and accepted as in full compliance with the specifications. Risk of theft, destruction, loss or damage to any work, materials, shipment, or deliveries will be borne exclusively by the successful Contractor until after PMGAA completes its inspection and acceptance of said work, material, shipments, or deliveries; the burden and cost of insurance against such risks shall be assumed by the successful Contractor.

c. Delivery will be made only upon authorization of PMGAA, and shall be made if, as, and when required and ordered by PMGAA, at such intervals as directed.

d. Contractor warrants that all deliveries made under the Contract will be of the type and quality specified, and PMGAA may reject and/or refuse any delivery that falls below the quality specified in the specifications. PMGAA shall not be held to have accepted any delivery until after an inspection of the products provided under this contract has been made and an opportunity to exercise its right of rejection has been afforded.

e. Failure by the Contractor to make reasonable delivery as and when requested shall entitle PMGAA to acquire quantities from alternate sources wherever available, with the right to seek reimbursement from the Contractor for amounts, if any, paid by PMGAA over and above the bid price.

f. Acceptance by the PMGAA of any delivery shall not relieve the Contractor of any guarantee or warranty, expressed or implied, nor shall it be considered an acceptance of material not in accordance with the specifications and shall not waive PMGAA's right to request replacement of defective material.

g. Contractor may be required to provide notification of intent to deliver at least twenty-four (24) hours in advance of scheduled delivery. Unless otherwise agreed upon at time of notification, delivery must be accomplished between the hours of 8:30 a.m. and 4:00 p.m. Arizona time, Monday through Friday (excluding observed holidays).

### **3. Free on Board**

Prices quoted will be FOB destination and delivered, as required, to the following point(s):

Phoenix Mesa Gateway Airport Authority  
Attn: Operations Department  
6263 S. Taxiway Circle  
Mesa, AZ 85212

If PMGAA requests expedited delivery in an emergency situation, PMGAA will pay the expedited delivery fee. Contractor will provide original invoice for expedited shipping to be reimbursed.

### **4. Method of Ordering (Purchase Orders)**

Contractor will deliver items and/or services only upon receipt of a written purchase order issued by PMGAA. All Contractor invoices and packing/delivery tickets must include PMGAA's purchase order number.

## EXHIBIT C – PURCHASE ORDER TERMS AND CONDITIONS

**ACCEPTANCE:** Fulfillment of any part of this purchase order shall constitute Vendor's acceptance of these terms and conditions and shall warrant compliance with them.

**INCORPORATION BY REFERENCE:** In the event of conflict, the Terms and Conditions in any RFQ, IFB, RFP, or any executed contract document shall supersede Purchase Order language.

**INVOICES:** A separate invoice shall be issued for each shipment. No invoice shall be issued prior to shipment of goods and no payment will be made prior to receipt of goods and correct invoice. Payment due dates, including discount periods, will be computed from date of receipt of goods or date of receipt of correct invoice (whichever is later). Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice.

**DELIVERY:** All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. Vendor shall retain title and control of all goods until they are delivered and accepted by Phoenix-Mesa Gateway Airport Authority (PMGAA). All risk of transportation and all related charges shall be the responsibility of Vendor. All claims for visible or concealed damage shall be filed by Vendor. PMGAA will notify Vendor promptly of any damaged goods and shall assist Vendor in arranging for inspection.

**RISK OF LOSS:** Vendor shall bear all loss of conforming material covered under this purchase order until received by authorized personnel at the location designated on the purchase order. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with Vendor regardless of receipt.

**COMPLIANCE WITH APPLICABLE LAWS:** Vendor shall comply with all applicable Federal, state and local laws, and with all applicable license and permit requirements.

**INDEMNITY:** To the fullest extent permitted by law, Vendor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless PMGAA and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against PMGAA by reason of this purchase order or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Vendor, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this purchase order, including but not limited to, any injury or damages claimed by any of Vendor's and subcontractor's employees.

**REMEDIES AND APPLICABLE LAW:** This Purchase Order shall be governed by and construed in accordance with the laws of the State of Arizona, without reference to conflict of laws principles, and suits pertaining to this Purchase Order may be brought only in the courts of the State of Arizona.

**WARRANTY:** The Vendor expressly warrants that all goods delivered under this purchase order will conform to the requirements of this purchase order (including all applicable descriptions, specifications, drawings and samples), will be free from defects in design, materials and workmanship, and to be fit and sufficient for their intended purpose. Unless otherwise specified, all items shall be guaranteed for the minimum period of one year against defects in materials and workmanship. During that period, if a defect should occur, that item shall be repaired or replaced by the Vendor at no cost or obligation to PMGAA, except where it is shown that the defect was caused by misuse and not faulty manufacturer. Any inspection or acceptance of the goods by PMGAA shall not alter or affect the obligations of Vendor or the right of PMGAA under the foregoing warranties.

**INSPECTION:** Payment for the goods and/or services delivered does not constitute acceptance of the goods and/or services. PMGAA has the right to inspect the goods and to reject any or all of the goods which are in PMGAA's judgement defective or nonconforming. Goods rejected and goods supplied in excess of quantities called for may be returned to Vendor at Vendor's expense and in addition to PMGAA's other rights. PMGAA may charge Vendor all expenses of unpacking, examining, repacking and reshipping those goods. In the event PMGAA receives goods whose defects or nonconformity is not apparent on examination, PMGAA reserves the right to require replacement, as well as payment of damages. Nothing contained in this purchase order will relive in any way the Vendor' from the obligation of testing, inspection and quality control.

**TERMINATION FOR CONVENIENCE:** PMGAA reserves the right to terminate this purchase order or any part hereof for its sole convenience. In the event of such termination, Vendor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work. Vendor shall not be paid for any work done after receipt of the notice of termination.

**TERMINATION FOR CAUSE:** PMGAA reserves the right to terminate this purchase order or any part hereof for cause in the event of any default by Vendor, or if Vendor fails to comply with any of the terms and conditions of this purchase order. Late deliveries, deliveries of products which are defective or which do not conform to this purchase order, and failure to provide PMGAA, upon request, with adequate assurances of future performance shall all be causes allowing PMGAA to terminate this purchase order for cause. In the event of termination for cause, PMGAA shall not be liable to Vendor for any amount, and Vendor shall be liable to PMGAA for any and all damages sustained by reason of the default which gave rise to the termination. If it should be determined that PMGAA has improperly terminated this purchase order for default, such termination shall be deemed a termination for convenience.

**INSURANCE:** Vendor shall maintain all required insurance coverage.

**ASSIGNMENT:** Goods and services covered by this purchase order shall not be assigned in whole or in part without the prior written consent of PMGAA.

**GRATUITIES:** PMGAA may, by written notice to Vendor, cancel this purchase order if it is found by PMGAA that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Vendor, or any agent or representative of Vendor, to any officer or employee of PMGAA towards securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with the respect to the performing, of such order.

## EXHIBIT D – SPECIAL PROVISIONS

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

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color or national origin, sex, age or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest agrees as follows:

a. Compliance with Regulations – 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.

b. Nondiscrimination – The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin 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.

c. 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.

d. 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 PMGAA or the FAA 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 PMGAA or the FAA as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance – In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- i) Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- ii) Cancellation, termination, or suspension of the Contract, in whole or in part.

f. Incorporation of Provisions – The contractor will include the provisions of paragraphs one through six of this **EXHIBIT D** 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 PMGAA or the FAA 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 PMGAA to enter into any litigation to protect the interests of PMGAA. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

### 3. Civil Rights – 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 U.S.C. § 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 U.S.C. § 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 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (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, which 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 (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The FAA’s Non-discrimination statute (49 U.S.C. § 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, which ensures non-discrimination 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. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

#### 4. Federal Fair Labor Standards Act

This contract and all subcontracts that result from this contract incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

#### 5. Occupational Safety and Health Act of 1970

This contract and all subcontracts that result from this contract incorporate by reference the provisions of 29 CFR part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20CFR Part 1910). Contractor must address any

claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

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.

Contractor shall perform the services as described in approved Contract in accordance with the applicable requirements imposed by PMGAA, ADOT, FAA and any other applicable sponsoring agencies. Contractor 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. Contractor shall provide PMGAA all information, reports, documents, and/or certifications requested by PMGAA for the satisfaction of any grant requirements for the reimbursement of services, including, without limitation, identifying the specific services provided by Contractor 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.



## EXHIBIT E – PMGAA STANDARD TERMS & CONDITIONS

1. **Certification.** Contractor 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 Contractor hereby certifies that the individual signing this Contract is an authorized agent for Contractor and has the authority to bind the Contractor to the Contract.
  
2. **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.
  
3. **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 Contractor nor any of its employees are entitled to compensation from PMGAA in the form of salaries, paid vacation, or sick days. PMGAA will not provide any insurance to Contractor, including *Workers' Compensation* coverage. PMGAA will not withhold FICA, taxes, or any similar deductions from PMGAA's payments under this Contract.
  
4. **Affirmative Action.** Contractor shall abide by all the federal and state of Arizona provisions for equal opportunity in the work place.
  
5. **Human Relations.** Contractor shall abide by all the federal and state of Arizona provisions against discrimination of disadvantaged business enterprises in applicable PMGAA contracts.
  
6. **Non-Exclusive Contract.** This Contract is for the sole convenience of PMGAA. PMGAA reserves the right in its discretion to obtain the same or similar goods or services from any other source.

7. **Americans with Disabilities Act.** Contractor shall comply with all applicable provisions of the *Americans with Disabilities Act* (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the *Act*.
8. **Confidentiality of Records.** Contractor shall establish and maintain procedures and controls that are acceptable to PMGAA for the purpose of assuring that no information contained in its records or obtained from PMGAA or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under this Contract. Persons requesting such information should be referred to PMGAA. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by PMGAA.
9. **Gratuities.** PMGAA may, by written notice to the Contractor, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of PMGAA involved in the amending, or the making of any determinations with respect to the performing of such Contract. If this Contract is canceled by PMGAA under this provision, PMGAA shall, in addition to any other rights and remedies, repay to the Contractor the amount of the gratuity.
10. **Applicable Law.** This Contract shall be governed by, and PMGAA and Contractor shall have, all remedies afforded each by the *Uniform Commercial Code*, as adopted in the state of Arizona, except as otherwise provided in this Contract or in laws pertaining specifically to PMGAA. This Contract shall be governed by the laws of the state of Arizona, and suits pertaining to this Contract shall be brought only in federal or state courts in the state of Arizona.
11. **Contract Amendments.** This Contract shall be modified only by a written amendment signed by the PMGAA Executive Director or his/her designee, and persons duly authorized to enter into contracts on behalf of Contractor.
12. **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.
13. **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.
14. **Protection of Government Property.** Contractor shall use reasonable care to avoid damaging all PMGAA property, including buildings, equipment, and vegetation (such as trees, shrubs, and grass). If Contractor damages PMGAA's property in any way, Contractor shall immediately repair or replace the damage at no cost to PMGAA, as directed by the PMGAA Executive Director. If Contractor fails or refuses to repair or replace the damage, then PMGAA may terminate the Contract, and PMGAA shall deduct the repair or replacement cost from money due Contractor under the Contract.
15. **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.
16. **Subcontracts.** Contractor 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 PMGAA. PMGAA may, at its sole discretion, accept or reject proposed subcontractors or assignment. PMGAA shall notify Contractor of its acceptance or rejection within thirty (30) days or written request by Contractor. 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

Contractor referred to herein. Contractor is responsible for Contract performance whether subcontractors are used.

17. **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 Contractor'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.
18. **Warranties.** Contractor warrants that all materials and services delivered under this Contract shall conform to the specifications thereof. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by PMGAA, shall not alter or affect the obligations of Contractor or the rights of PMGAA under the foregoing warranties. Additional warranty requirements may be set forth in this Contract. All material or service is subject to final inspection and acceptance by PMGAA. Material or service failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to Contractor. If so returned, all costs are the responsibility of Contractor. Noncompliance shall conform to the cancellation clause set forth in this Contract. Contractor may not substitute nonconforming materials or services. Delivery of nonconforming materials or a default of any nature, at the option of PMGAA, will constitute breach of the Contract as a whole.
19. **Indemnification.** To the fullest extent permitted by law, Contractor shall defend, save, indemnify, and hold harmless PMGAA, its agents, representatives, officers, directors, officials, and employees (collectively the "Indemnitees"), for, from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the Contractor's acts, errors, omissions, or mistakes relating to Contractor's services under this Contract.
20. **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.
21. **Advertising.** Contractor shall not advertise or publish information concerning this Contract without prior written consent of PMGAA.
22. **Right to Inspect.** PMGAA may, at reasonable times, and at PMGAA's expense, inspect the place of Contractor's or any of Contractor's subcontractor's business, which is related to the performance of this Contract or related subcontract.
23. **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 Contractor 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.

24. **Exclusive Possession.** All services, information, computer program elements, reports, and other deliverables, which may be created under this Contract, are the sole property of PMGAA and shall not be used or released by Contractor or any other person except with prior written permission by PMGAA.
25. **Title and Risk of Loss.** The title and risk of loss of materials or services shall not pass to PMGAA until PMGAA actually receives the material or service at PMGAA, unless otherwise provided within this Contract.
26. **Liens.** All materials, services, and other deliverables supplied to PMGAA under this Contract must be free of all liens and other encumbrances. Upon request of PMGAA, Contractor shall provide a formal release of all liens.
27. **Licenses.** Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by Contractor as applicable to this Contract.
28. **Subsequent Employment.** PMGAA may cancel this Contract without penalty or further obligation in accordance with A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of the PMGAA is or becomes, at any time while the Contract or any extension of the contract is in effect, an employee of, or a contractor to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when the parties to this Contract receive written notice from PMGAA, unless the notice specifies a later time.
29. **Clean Up.** Contractor shall at all times keep Contract performance areas, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of PMGAA. Upon completion of any repair, Contractor shall leave the work and premises in clean, neat, and workmanlike condition.
30. **Patents.** Contractor shall defend, indemnify, and hold harmless PMGAA, its officers and employees from all liabilities, claims, damages, costs, or expenses, including, but not limited to attorneys' fees, for any alleged infringement of any person's patent rights or copyrights in consequence of the use by PMGAA, its officers, employees, agents, and other duly authorized representatives of tangible or intellectual property supplied to PMGAA by Contractor under this Contract.
31. **Records and Audit Rights.** Contractor'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 Contractor and subcontractor employees that work on the Contract (all the foregoing collectively referred to as "Records"), must be open to inspection and subject to audit and/or reproduction during normal working hours by PMGAA. PMGAA is entitled to evaluate and verify all invoices, payments or claims based on Contractor's and its subcontractor's actual costs (including direct and indirect costs and overhead allocations) incurred or units expended directly in the performance of work under this Contract. For any audit under this Section, Contractor and its subcontractors hereby waive the right to keep such Records confidential. PMGAA is entitled to access to these Records from the effective date of this Contract for the duration of the work and until five years after the date of final payment by PMGAA to Contractor under the Contract. During normal working hours, PMGAA is entitled to access to all necessary Contractor and subcontractor facilities and shall be provided adequate and appropriate workspace, in order to conduct audits under this Section. PMGAA shall give Contractor or subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by including its requirements in all subcontracts related to this Contract.
32. **E-Verify Requirements.** To the extent applicable under A.R.S. § 41-4401, Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees, and compliance with the E-Verify requirements under A.R.S. §23-214(A). Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by PMGAA. PMGAA shall have the right to inspect the papers of Contractor's and any of Contractor's subcontractor's employee who works on this Contract to ensure the Contractor is complying with this paragraph.

33. **Termination of Contract.**

- a. PMGAA reserves the right to cancel this Contract in whole or in part due to failure of Contractor to carry out any term, promise, or condition of the Contract. At least ten (10) business days before terminating the Contract, PMGAA will issue a written notice of default specifying one of the following reasons. PMGAA 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.
  - (1) Contractor has provided personnel that do not meet the requirements of the Contract.
  - (2) Contractor has failed to perform adequately the stipulations, conditions or services/specifications required in this Contract.
  - (3) Contractor has attempted to impose on PMGAA personnel or materials, products, or workmanship of unacceptable quality.
  - (4) Contractor 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) Contractor has failed to make progress in the performance of the requirements of the Contract or Authorization of Services, or Contractor fails to give PMGAA adequate assurance the Contractor will perform the Contract in full and on time.
  - (6) Each payment obligation of PMGAA created hereby is conditioned on the availability of PMGAA, state, or federal funds appropriated for payment of the obligation. If funds are not available or allocated by PMGAA for continuance of service under this Contract, then PMGAA may terminate the Contract. PMGAA shall promptly notify Contractor regarding the service that may be affected by a shortage of funds. No penalty accrues to PMGAA if this provision is exercised, and PMGAA shall not be liable for any future payments due or for any damages as a result of termination under this paragraph.
- b. This Contract may be terminated at any time by mutual written consent or by PMGAA - with or without cause - provided the terminating party gives sixty (60) calendar days' advance written notice to the other party. PMGAA may terminate this Contract, in whole or in part, for PMGAA's convenience and with fourteen (14) days' written notice. If this Contract is terminated, then PMGAA is liable only for services rendered and material received, certified, and approved by PMGAA under the Contract before the termination effective date.