

NOTICE OF INVITATION FOR BID (IFB)

POWER WASHING SERVICES

MESA GATEWAY AIRPORT AUTHORITY

Issue date: July 30, 2025

Dates & times are subject to change

IFB INFORMATION	
SOLICITATION 2026-001-IFB	
Contact	Marian Whilden, Procurement Officer
Email Address	mwhilden@gatewayairport.com
Pre-Bid Meeting	There is no pre-bid meeting for this solicitation.
Site Tour	There is no site tour for this solicitation.
IFB Submittal Mailing/Delivery Address	5835 S. Sossaman Road Mesa, Az 85212
Due Date for Questions and Clarifications	August 18, 2025 by 5:00 PM (Arizona Time)
*IFB Submittal Due Date	August 26, 2025 by 2:00 PM (Arizona Time)

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

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Public Record Notice

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

Please note that MGAA’s Procurement Policy requires:

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

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

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

MGAA encourages all Bidders to review this policy in its entirety prior to submitting a Bid.

SUBMITTAL CHECKLIST

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

- ☐ Submittal Cover Sheet
- ☐ Attachment A, Offeror's Bid.
- ☐ Attachment B, Standard Certifications.
- ☐ Attachment C, Authorization for Release of Performance Information and Waiver.
- ☐ Attachment D, Insurance Requirements & Certificate of Insurability
- ☐ Attachment E, Offer Agreement.
- ☐ Attachment F, References.
- ☐ Attachment G, Addenda Acknowledgement

**INVITATION FOR BID
SOLICITATION #2026-001-IFB FOR
POWER WASHING SERVICES**

SUBMITTAL COVER SHEET

Name of Offeror: _____

Principal Address: _____

Primary Point of Contact: _____

Cell/Direct Phone: _____

Email: _____

The undersigned hereby affirms that:

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

By: _____
Signature

Printed Name/Title

Company Name

Date



Section One

Offeror Information and Instructions

A. GENERAL INFORMATION ON SOLICITATION PROCESS

1. **Availability of Solicitation.** The solicitation package is available on MGAA's website (www.gatweayairport.com) under the [Current Solicitations](#) section under the Business | Procurements, Vendors & Surplus Property section.
2. **Addenda.** If MGAA deems it necessary to amend the solicitation, an Addendum will be prepared in writing and posted to MGAA's website. Offerors are responsible for obtaining all addenda via MGAA's website within the relevant solicitation in the [Current Solicitations](#) section under the Business | Procurements, Vendors & Surplus Property section or by other means. Any Addenda issued by MGAA will become a part of the IFB. Offeror shall acknowledge receipt of each addendum by completing Attachment G and returning the document, as part of the Offeror's submittal under this IFB.
3. **Familiarization with Requirements.** It is the Offeror's responsibility to examine the entire solicitation package and seek clarification of any requirement or contract term 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.** MGAA 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 MGAA 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 to the staff member listed on the cover page of the solicitation, via electronic mail and shall refer to the appropriate solicitation number, page and paragraph. MGAA shall consider the relevancy of the inquiry but is not required to respond in writing. All questions must be submitted by the date and time specified in this IFB for MGAA to consider its relevancy.
 - c. Oral Responses. Oral interpretations or clarifications will be without legal effect. An Offeror shall not rely on oral responses to inquiries. An oral reply to an inquiry does not constitute a modification of the solicitation.
6. **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. **Bid Results.** Bid results are not provided in response to telephone inquiries. A tabulation of responses received by MGAA will be published on MGAA's website under the relevant solicitation within the [Current Solicitations](#) section.
8. **Protest of Solicitation or Specifications (Before Bid Opening).**
 - a. Any interested person aggrieved in connection with the solicitation of a contract shall



protest irregularities in the IFB, RFP, or RFQ within three business days from the date the protester knew or should have known of the basis for the protest and, in any case, at least five business days before opening bids or proposals.

- b. All protests must be made in writing to the Purchasing Director / Chief Financial Officer. Each protest must state the specific factual and legal grounds on which the protest is based. The protester must also include with the protest all pertinent documents and all supporting evidence. MGAA need not accept any protest that fails to comply with the requirements of this section. The protester's failure to timely protest specifications or other solicitation terms and conditions constitutes a waiver of the protest.
- c. If a timely protest before bid opening is made, MGAA may proceed with the solicitation or with the award of the contract unless the Purchasing Director / Chief Financial Officer determines in writing that the protest should be sustained or that an addendum addressing the protest should be issued.

9. Protest of Award Recommendation.

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

- g. Notice of the Board's final decision must be furnished to the protesting party, in writing, by the Purchasing Director / Chief Financial Officer.
- 10. **Special Provisions.** Wherever special conditions are written into the Special Conditions and Specifications (Section Two), which are in conflict with conditions stated in these Information and Instructions to Offerors, the conditions stated in Special Provisions and Specifications, shall take precedence.
- 11. **Conduct.** All submissions and Offeror conduct must comply with applicable MGAA policies, rules and procedures. Direct contact with MGAA Board of Directors and/or MGAA representatives or staff other than as specified in this solicitation, on any subject related to this solicitation is expressly prohibited except with the prior knowledge and written permission of the Procurement Officer listed above. Unauthorized contact of any MGAA Board of Directors, and/or MGAA staff or representatives may be cause for rejection of Bids.
- 12. **Cancellation of IFB.** MGAA may cancel this IFB at any time.
- 13. **Title VI Solicitation Notice.** The Mesa Gateway Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, or national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award.

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 MGAA's Procurement Policy. Please review MGAA's complete "Public Access to Procurement Information" contained in MGAA's Procurement Policy that is available under the Policies, Documents and Forms link at:
<http://www.gatewayairport.com/policiesdocumentsandforms>.

2. Bid Submittal.

- a. Submission Package. One (1) original bid 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 will be rejected and not be considered.
- 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 MGAA 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. MGAA 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 MGAA. The MGAA reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to MGAA. MGAA may reject any or all bids, waive any minor informality or irregularity 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 MGAA.
- b. Selection. The contract shall be awarded as outlined in Section Two.
- c. Notification. Prior to award, the selected successful Offeror(s) will be notified of their apparent selection for award.
- d. Award. If the selected Offeror(s) fails to provide MGAA with the necessary documents within fifteen (15) days from MGAA's Notice of Intent to Award, MGAA reserves the right to cancel the Intent to Award with the selected Offeror(s) and issue a Notice of Intent to Award to the next highest-ranked Offeror(s). If the next highest-ranked Offeror(s) fails to provide MGAA with the necessary documents with fifteen (15) days from MGAA's Notice of Intent to Award, MGAA reserves the right to continue the process with the subsequent ranked Offerors or MGAA cancels the solicitation.

Section Two

Special Provisions and Instructions

A. INFORMATION SPECIFIC TO THIS SOLICITATION

Mesa Gateway Airport Authority (MGAA) is seeking qualified and experienced Offerors to submit sealed bids for **Power Washing Services** at Gateway Airport. The general scope of work includes the cleaning and power washing of designated exterior surfaces, including sidewalks, terminal entrances, passenger pickup / drop-off zones, curbs, and other high-traffic public areas (See Exhibit 1 for all Service Areas).

1. The successful Offeror is to provide all labor, materials, equipment, and supervision necessary to perform Power Washing Services as detailed in this IFB and attached sample Services Agreement (Exhibit 3) to the satisfaction of MGAA and in accordance with applicable laws, regulations, and specifications outlined in this IFB.
2. It is MGAA's intent to award a contract under this solicitation with an initial term of three (3) years with two (2) one (1)-year options to renew that may be exercised at the sole discretion of MGAA.
3. All prices Offeror submits under this IFB shall be firm and fixed for the first year of the contract period. Thereafter, price adjustments will be considered annually, up to 5%, provided the adjustments are submitted in writing with thirty (30) days' advance notice. Any change in prices are not valid unless agreed to prior, in writing, by both parties.
4. MGAA may modify the Scope of Work during the term of the contract, which may include, but is not limited to, the addition or removal of Service Areas and the performance of services on an as-needed basis, as directed by MGAA.
5. Any contract(s) resulting from the issuance of this IFB is subject to the terms and conditions as provided in the sample Services Agreement (Exhibit 2). The information contained in the IFB and in the bid submitted by the selected Offeror shall be considered part of the contract.

B. SCOPE OF WORK

Offeror must submit a bid that addresses the entire Scope of Work. Submittals that provide partial services will be deemed non-responsive and not evaluated.

1. Power washing of concrete, asphalt, and stone surfaces and exterior furnishings in areas identified in Exhibit 1.
2. Removal of oil stains, gum, dirt, and other debris in areas identified in Exhibit 1.
3. Services are to be provided following the schedule in Exhibit 1, unless otherwise authorized in writing by MGAA.
4. Use of environmentally safe cleaning agents.
5. Adherence to all MGAA safety regulations.
6. Adherence to all applicable federal, state, and local laws, regulations, and ordinances, including but not limited to those governing wastewater collection and disposal, stormwater protection, chemical use, and hazardous materials handling.
7. Performance of power washing services on an as-needed basis, as directed by MGAA.

C. ADDITIONAL INFORMATION

1. Subcontractors.

The selected Offeror must perform the entire Scope of Work itself. The use of subcontractors is not allowed under this solicitation.

2. Badging/Security.

As some portions of work under this solicitation are located inside the secured area of the Airport, the selected Offeror and Offeror's personnel who require unescorted access to the secured area must obtain an airport security badge. See Exhibit C – Special Provisions, to the Sample Services Agreement in Exhibit 2 for additional details and requirements for obtaining a security badge.

3. Insurance.

The selected Offeror shall provide certificates of insurance for the coverage types and amounts specified in Attachment D for the duration of the contract.

Notwithstanding the general requirement for \$5,000,000 in automobile liability insurance, the Offeror may satisfy this requirement by utilizing portable equipment that is capable of passing through a 31-inch doorway. However, if the Offeror uses such portable equipment, they are still required to maintain a minimum of \$1,000,000 in auto liability insurance coverage.

4. Payment.

The selected Offeror shall be compensated in accordance with the submitted bid, as outlined in the final contract. Payment will be made by MGAA within thirty (30) calendar days following receipt of a properly submitted invoice, completion of all services, and acceptance of the work by authorized airport personnel.

MGAA shall be entitled to take advantage of any payment discount offered by Offeror provided payment is made within the discount period.

5. Bid Guarantee.

By submitting a bid in response to this IFB, Offeror hereby guarantees the pricing and terms contained in its bid from the IFB due date through the date of contract award and continuing for a period of no less than one (1) year from the effective date of the contract.

This guarantee shall remain binding unless and until the vendor exercises its contractual right to request a price adjustment, as expressly provided for in the contract terms. Any such request must comply with the procedures and conditions outlined in the contract, and no adjustment shall take effect unless and until approved in writing by MGAA.

D. BID SUBMITTAL

1. 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:

- i. Submittal Cover Sheet
- ii. Attachment A: Offeror's Bid
- iii. Attachment B: Standard Certifications
- iv. Attachment C: Authorization for Release of Performance Information and Waiver
- v. Attachment D: Insurance Requirements & Certificate of Insurability
- vi. Attachment E: Offer Agreement
- vii. Attachment F: References
- viii. Attachment G: Addenda Acknowledgement (if addenda were issued)



2. Upon Notice of Intent to Award, the selected Offeror must provide a current W-9 in order for the Award to be presented to the Board of Directors.

E. EVALUATION AND AWARD CRITERIA

1. The selection process will be based on the information and references provided in response to this Invitation for Bid. MGAA 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 MGAA. Evaluation of bids will be based on, but not limited to:
 - a. Responsive and Complete submittal per this IFB
 - b. Responsibility—MGAA will determine whether the Offeror is one with whom 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.
 - c. Price (Evaluated both with and without the Add Alternate, if applicable, at MGAA discretion)
2. Award will be made to the lowest responsive and responsible bid meeting the above criteria.

Section Three

Standard Terms and Conditions

1. **Certification.** Offeror certifies:

- a. The award of this Agreement 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 Agreement; and Offeror hereby certifies that the individual signing this Agreement is an authorized agent for Offeror and has the authority to bind the Offeror to the Agreement.

2. **Termination of Agreement.**

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



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

3. **Dispute Resolution.**

- a. **Negotiations.** If a dispute arises out of or relates to this Agreement or its breach, the parties to this Agreement 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 Agreement be unable to resolve their dispute through direct negotiations, the parties to this Agreement, 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 Agreement, 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 Agreement, but subject to reallocation following binding dispute resolution.
- c. **Binding Dispute Resolution.** Should the parties to this Agreement 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 Agreement, commence formal dispute resolution proceedings. Both parties to this Agreement 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 Agreement, 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 Agreement are excused from this arbitration requirement and the parties to this Agreement shall proceed in the state or federal courts of competent jurisdiction and located in Maricopa County, Arizona. In any arbitration or litigation, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs as determined by the arbitrator or court as applicable.

4. **Independent Contractor.** At all times, each party acts in its individual capacity not as agent, employee, partner, joint venturer, or associate of the other party. An employee or agent of one party may not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. Neither Offeror nor any of its employees are entitled to compensation from MGAA in the form of salaries, paid vacation, or sick days. MGAA will not provide any insurance to Offeror, including *Workers' Compensation* coverage. MGAA will not withhold FICA, taxes, or any similar deductions from MGAA's payments under this Agreement.
5. **Affirmative Action.** Offeror shall abide by all the federal and state of Arizona provisions for equal opportunity in the workplace.
6. **Human Relations.** Offeror shall abide by all the federal and state of Arizona provisions against discrimination of disadvantaged business enterprises in applicable MGAA contracts.
7. **Non-Exclusive Agreement.** This Agreement is for the sole convenience of MGAA. MGAA reserves the right in its discretion to obtain the same or similar goods or services from any other source.
8. **Americans with Disabilities Act.** Offeror shall comply with all applicable provisions of the *Americans with Disabilities Act* (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the *Act*.
9. **Confidentiality of Records.** Offeror shall establish and maintain procedures and controls that are acceptable to MGAA for the purpose of assuring that no information contained in its records or obtained from MGAA or from others in carrying out its functions under the Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under this Agreement. Persons requesting such information should be referred to MGAA. Offeror also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Offeror as needed for the performance of duties under the Agreement, unless otherwise agreed to in writing by MGAA.

10. **Gratuities.** MGAA may, by written notice to the Offeror, cancel this Agreement if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Offeror or any agent or representative of Offeror, to any officer or employee of MGAA involved in the amending, or the making of any determinations with respect to the performing of such Agreement. If this Agreement is canceled by MGAA under this provision, MGAA shall, in addition to any other rights and remedies, repay to the Offeror the amount of the gratuity.
11. **Applicable Law.** This Agreement shall be governed by the laws of the state of Arizona, and suits pertaining to this Agreement shall be brought only in federal or state courts in the state of Arizona.
12. **Agreement.** This Agreement is based on and the result of a negotiated Scope of Work and Proposal, Bid or Statement of Qualifications submitted by Offeror under this RFP, IFB or RFQ. The Agreement contains the entire agreement between MGAA and Offeror. No prior oral or written agreements, contracts, proposals, negotiations, purchase orders, or master agreements (in any form) are enforceable between the parties.
13. **Agreement Amendments.** This Agreement shall be modified only by a written amendment signed by the MGAA Executive Director or its designee, and persons duly authorized to enter into contracts on behalf of Offeror.
14. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Agreement 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 Agreement shall forthwith be physically amended to make such insertion or correction.
15. **Severability.** The provisions of this Agreement are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Agreement, which may remain in effect without the valid provision, or application.
16. **Protection of Government Property.** Offeror shall use reasonable care to avoid damaging all MGAA property, including buildings, equipment, and vegetation (such as trees, shrubs, and grass). If Offeror damages MGAA's property in any way, Offeror shall immediately report such damage to MGAA and repair or replace the damage at no cost to MGAA, as directed by the MGAA Executive Director. If Offeror fails or refuses to repair or replace the damage, then MGAA may terminate the Agreement, and MGAA shall deduct the repair or replacement cost from money due Offeror under the Agreement.
17. **Interpretation – Parol Evidence.** This Agreement 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 Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
18. **Subcontracts.** Offeror shall not assign any rights or interest nor enter into any subcontract with any other party to furnish any of the materials, goods or services specified herein without the prior written permission of MGAA. MGAA may, at its sole discretion, accept or reject proposed subcontractors or assignment. MGAA shall notify Offeror of its acceptance or rejection within forty-five (45) days of written request by Offeror. All subcontracts shall comply with federal and state laws and regulations applicable to the materials, goods or services covered by the subcontract and shall include all the terms and conditions set forth herein, which shall apply with equal force to the subcontract, as if the subcontractor were the Offeror referred to herein. Offeror is responsible for Agreement performance whether subcontractors are used.
19. **No Waiver.** No provision in this Agreement 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 Agreement. The failure of either party to insist on strict performance of any Agreement term or condition; to exercise or delay exercising any right or remedy provided in the Agreement or by law; or to accept materials, services, or Offeror's services under this Agreement or imposed by law, shall not be deemed a waiver of any right of either party to insist upon strict performance of the Agreement.

20. **Warranties.** Offeror warrants that all materials and services delivered under this Agreement shall conform to the specifications thereof. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by MGAA, shall not alter or affect the obligations of Offeror or the rights of MGAA under the foregoing warranties. Additional warranty requirements may be set forth in this Agreement.
21. **Indemnification.** To the fullest extent permitted by law, Offeror shall defend, save, indemnify, and hold harmless MGAA, its agents, representatives, officers, directors, officials, and employees (collectively the “Indemnitees”), for, from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the Offeror’s acts, errors, omissions, or mistakes relating to Offeror’s services under this Agreement.
22. **Right to Assurance.** Whenever one party to this Agreement 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 Agreement.
23. **Advertising.** Offeror shall not advertise or publish information concerning this Agreement without prior written consent of MGAA.
24. **Right to Inspect.** MGAA may, at reasonable times, and at MGAA’s expense, inspect the place of Offeror’s or any of Offeror’s subcontractor’s business, which is related to the performance of this Agreement or related subcontract.
25. **Force Majeure.** In the event either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Agreement 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 Agreement, the financial inability of Offeror to perform any Required Act, including, without limitation, failure to obtain adequate or other financing shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence until ten (10) days before the date on which the party who asserts some right, defense, or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating (a) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (b) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the time of performance of the Required Act with the average of the preceding ten (10) years’ climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood, or other natural phenomena of normal intensity for the locality where the Premises are located.
26. **Inspection.** All material or service is subject to final inspection and acceptance by MGAA. Material or service failing to conform to the specifications of this Agreement will be held at Offeror’s risk and may be returned to Offeror. If so returned, all costs are the responsibility of Offeror. Noncompliance shall conform to the cancellation clause set forth in this Agreement.
27. **Exclusive Possession.** All services, information, computer program elements, reports, and other deliverables, which may be created under this Agreement, are the sole property of MGAA and shall not be used or released by Offeror or any other person except with prior written permission by MGAA.
28. **Title and Risk of Loss.** The title and risk of loss of materials or services shall not pass to MGAA until MGAA actually receives the material or service at the Airport, unless otherwise provided within this Agreement.



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

Attachment A Offeror's Bid

Offeror hereby agrees to provide Power Washing Services, as specified in this IFB, at the following rates:

Line No.	Item	Unit	Quantity	Price
1	Annual Power Washing Services	Lump Sum	1 year	\$ _____
2	As-Needed Power Washing	Per Square Foot	10,000	\$ _____
3	Additional/Reduction Area Power Washing	Per Square Foot	5,000	\$ _____
	Total Annual Bid			\$ _____

1. Enter the per square foot price for line items #2 and #3
2. Line item #1 to be invoiced and paid in equal monthly installments
3. Lines #2 and #3 are estimated quantities for evaluation purposes

The rates stated above shall remain firm and in effect for the first year of the Contract term. Offeror may request a rate adjustment effective on each anniversary date of the Contract, up to a maximum of 5%, with the prior written approval of MGAA. Offeror must provide at least thirty (30) days' prior written notice of any proposed rate increase.

Prompt Payment: The price(s) quoted above can be discounted by _____ % if payment is made within _____ days.

By: _____
Signature

Printed Name/Title

Company Name

Date



Attachment B

Standard Certifications

Complete Attachment B by checking the applicable box(s) and/or providing responses.

Failure to complete this Attachment B in its entirety and submit with Offeror's Bid will result in Offeror's submittal being deemed nonresponsive and not evaluated.

If Offeror cannot affirmatively certify to statement number 1 below, Offeror's Bid will be rejected and will not be evaluated.

1. Offeror hereby ☐ certifies ☐ does not certify
That this engagement, if selected, will not result in a conflict of interest.

If Offeror cannot affirmatively certify to statement number 2 below, MGAA will consider Offeror's written response to determine if it's Bid will be accepted and be evaluated.

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

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

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

By: _____
Signature

Printed Name/Title

Company Name

Date



Attachment C
Authorization for Release of Performance Information and Waiver

The purpose of this disclosure is to provide references to MGAA. Offeror hereby consent that as an Offeror to MGAA's Solicitation 2026-001-IFB, Power Washing Services for Mesa Gateway Airport, Offeror authorizes those companies and government entities listed in Offeror's IFB submittal and any other government entity for whom this company has performed Power Washing Services, to disclose and release to MGAA, or their representatives, information, records and opinions concerning this company's past performance.

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

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

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

By: _____
Signature

Printed Name/Title

Company Name

Date



Attachment D

Insurance Requirements and Certificate of Insurability

During the term of this Agreement, Offeror shall maintain in full force at its own expense, each insurance noted below normally associated with the goods and materials and/or services covered by this Agreement:

GENERAL LIABILITY

☒ Required by MGAA

☐ Not required by MGAA

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. It shall include contractual liability coverage for the indemnity provided under this Agreement. Any supplementary payments, including defense costs, shall be in addition to the policy limits. It shall provide that the 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 Agreement.

AUTOMOBILE LIABILITY

☒ Required by MGAA

☐ Not required by MGAA

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

☐ \$500,000

☐ \$1,000,000

☐ \$2,000,000

☒ \$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 may be required. All vehicles used by Offeror on MGAA property shall carry appropriate proof of insurance.

Notwithstanding the general requirement for \$5,000,000 in automobile liability insurance, the Offeror may satisfy this requirement by utilizing portable equipment that is capable of passing through a 31-inch doorway. However, if the Offeror uses such portable equipment, they are still required to maintain a minimum of \$1,000,000 in automobile liability insurance coverage.

PROFESSIONAL LIABILITY

☐ Required by MGAA

☒ Not required by MGAA

Professional 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 claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Agreement. Only a certificate is required.

WORKERS' COMPENSATION.

☒ Required by MGAA

☐ Not required by MGAA

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 MGAA.

POLLUTION LEGAL LIABILITY

☐ Required by MGAA

☒ Not required by MGAA

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 Agreement, the Offeror shall furnish acceptable insurance certificates and endorsements to MGAA prior to commencement of any work under this Agreement. For work performed under this Agreement, the insuring company's certificates and endorsements shall be endorsed to include the following additional insured language: "The Mesa Gateway Airport Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Offeror." If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to MGAA. 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 MGAA.

Attachment D (Continued)

Insurance Requirements and Certificate of Insurability

Offeror hereby certifies that as an Offeror to MGAA's Solicitation 2026-001-IFB for Power Washing services for Mesa Gateway Airport, Offeror is fully aware of Insurance Requirements as specified in this Attachment D as well as those contained in the sample Services Agreement (Exhibit 2) and by the submission of this IFB submittal, Offeror hereby assures MGAA that Offeror is able to produce the insurance coverage required should Offeror be selected to be awarded the Services Agreement.

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

Signature of Offeror

Date



Attachment E
Offer Agreement

OFFER TO MESA GATEWAY AIRPORT AUTHORITY:

The Offeror hereby certifies and agrees to furnish the Services offered in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid, including Attachment A – Offeror's Bid.

Company Name: _____

By: _____
Signature

Printed Name/Title

Company Name

Date



Attachment F

References

Company Name: _____ Contact Person: _____

City, State: _____ Telephone: _____

Service Start Date: _____ Service End Date: _____ Service Square Feet: _____

Project Description: _____

Company Name: _____ Contact Person: _____

City, State: _____ Telephone: _____

Service Start Date: _____ Service End Date: _____ Service Square Feet: _____

Project Description: _____

Company Name: _____ Contact Person: _____

City, State: _____ Telephone: _____

Service Start Date: _____ Service End Date: _____ Service Square Feet: _____

Project Description: _____



Attachment G

Addenda Acknowledgement

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

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

Offeror hereby acknowledges receipt of the following addenda issued by MGAA for solicitation 2026-001-IFB (fill in Addendum Number and Date Issued).

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

By: _____
Signature

Printed Name/Title

Company Name

Date



Exhibit 1

Service Areas and Service Schedule

Service Area Overview



1. Services to be completed on the first and third Tuesday of every month:

Work may commence at 9:00 PM on Tuesdays and must be completed by 4:00 AM the following morning. Any deviation from these hours must be requested in advance from MGAA.

Map areas in red include:

- Terminal Arrivals and Departures Curb – 18,115 sq. ft.
- North Concourse Smoking Courtyard – 297 sq. ft.
- North Concourse OHSO Courtyard – 1535 sq. ft.
- South Concourse East Courtyard – 2006 sq. ft.
- South Concourse West Courtyard – 2034 sq. ft.

Total Service Area – 23,988 sq. ft.



2. Services to be completed on the first Tuesday of every month:

Work may commence at 9:00 PM on Tuesdays and must be completed by 4:00 AM the following morning. Any deviation from these hours must be requested in advance from MGAA.

Map areas in pink:

- Terminal Commercial Curb – 5286 sq. ft.
- Rental Car Return Sidewalk – 1121 sq. ft.
- Hourly Lot Sidewalk – 5263 sq. ft.
- Gateway Aviation Center Building Entrance – 504 sq. ft.
- Administration Building Entrance – 1044 sq. ft.

Total Service Area – 13,218 sq. ft.



Gateway Aviation Center Building Entrance Service Area



Administration Building Entrance Service Area

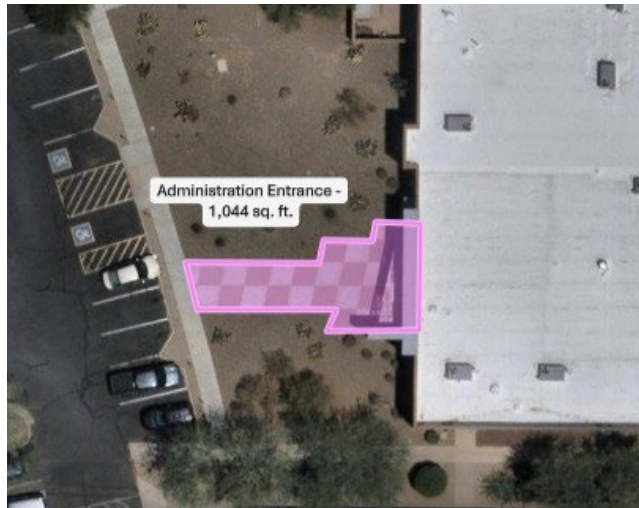


Exhibit 2
Sample Services Agreement



SERVICES AGREEMENT

MESA GATEWAY AIRPORT AUTHORITY

AND

[CONTRACTOR]

FOR

POWER WASHING SERVICES

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

Recitals

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

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

SECTION I – CONTRACTOR SERVICES

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

The anticipated services to be provided by Contractor under this Agreement shall generally include, but not be limited to, the following: Power Washing Services, as more specifically described in the detailed scope of services attached as **EXHIBIT A**, “Scope of Services & Fee Schedule.”

MGAA’s authorized representative shall be the MGAA Director of Operations and Maintenance or his/her duly authorized representative, and that he/she shall be the sole contact for administering this Agreement.

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

SECTION II – MGAA RESPONSIBILITIES

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

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

SECTION III - PERIOD OF SERVICE

Contractor shall complete all work in accordance with the provisions of this Agreement as amended.

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

This Agreement is effective as of October 1, 2025 and ends on September 30, 2028 (“Base Term”), unless terminated, canceled or extended as provided in this Agreement.

This Agreement has two (2) optional one-year extensions that MGAA may exercise at its sole discretion. Prior to the expiration of the Agreement Base Term, MGAA may elect to extend the Agreement. If MGAA exercises such right, all terms, conditions and provisions of the original Agreement shall remain the same and apply during the extended period with the possible exception of price. Any extension of this Agreement shall require an amendment signed by both parties.

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

SECTION IV – KEY PERSONNEL

A. The Contractor itself shall provide all services to be performed under this Agreement.

SECTION V - PAYMENTS TO THE CONTRACTOR

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

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

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

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

SECTION VI - ALTERATION IN SCOPE OF SERVICES

MGAA reserves the right to modify the Scope of Services at any time during the term of the Agreement. Such modifications may include, but are not limited to, the addition or removal of areas to be power washed and the performance of services on an as-needed or reduced-frequency basis, as directed by MGAA.

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

SECTION VII - WORK ASSIGNMENT COMPLETION

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

SECTION VIII - OWNERSHIP OF DOCUMENTS

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

All of Contractor's documents, graphics, designs, code, and written materials prepared under this Agreement, including electronic files, are instruments of service. All of these documents, graphics, designs, code, and written materials shall become the property of MGAA upon completion of the services and payment in full to Contractor or, if the Agreement is terminated, upon termination of this Agreement. MGAA shall have the right to reuse, modify, or adapt the documents, graphics, designs, code, and written materials as it deems necessary, without requiring Contractor's prior written authorization. MGAA shall indemnify and hold harmless Contractor, its officers, directors, employees and subcontractors (collectively, the "Contractor") against any and all damages,

liabilities or costs arising from MGAA's modification of documents, graphics, designs, code, or written materials produced by Contractor under this Agreement unless Contractor authorizes the modification in writing.

SECTION IX - COMPLIANCE WITH LAWS

Contractor shall comply with all federal, state, and local laws, local ordinances and regulations, including but not limited to those governing wastewater collection and disposal, stormwater protection, chemical use, and hazardous materials handling, throughout the Term.

Contractor's signature on this Agreement 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 subcontractors employ to complete any work assignment.

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

SECTION X - GENERAL CONSIDERATIONS

- A. The failure of either party to enforce any of the provisions of this Agreement or require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of the provisions, nor shall it affect the validity of this Agreement or the right of either party to enforce each and every provision.
- B. The fact that MGAA has accepted or approved Contractor's work shall in no way relieve Contractor of responsibility for the work under this Agreement.
- C. This Agreement 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 Agreement, or any provision thereof, shall be instituted only in the courts of the state of Arizona.
- D. All exhibits to this Agreement and any amendments to this Agreement are incorporated into it.

SECTION XI - NO KICK-BACK CERTIFICATION

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

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

SECTION XII – SUSPENSION OF SERVICES

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

SECTION XIII – TIMES OF PAYMENTS

Contractor shall submit monthly invoices for services actually completed. MGAA shall review, certify, and approve or reject each invoice in whole or in part. MGAA shall pay each approved invoice within 30 calendar days of the date that MGAA approves the invoice. MGAA shall be entitled to take advantage of any payment discount offered by Contractor, provided payment is made within the discount period.

SECTION XIV – TIMELY REVIEW

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

SECTION XV – DISPUTE RESOLUTION

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

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

SECTION XVI - LIABILITY OF CONTRACTOR

To the fullest extent permitted by law, Contractor shall defend, save, indemnify, and hold harmless MGAA, its member governments, departments, officers, employees, and agents from and against damages arising out of any act, error, or omission of Contractor relating to its services under this Agreement. Further, the Contractor shall indemnify and hold harmless MGAA, its member governments, departments, officers, employees, and agents for any fines, penalties, damages, or claims arising from non-compliance with environmental laws or regulations.

SECTION XVII - LAWS AND REGULATIONS

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

SECTION XVIII – ARCHAEOLOGICAL RESOURCE PROTECTION

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

SECTION XIX INSURANCE REQUIREMENTS

- A. Contractor shall procure and maintain for the duration of the Agreement 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 agents, representatives, or employees.
- B. All insurance policies required by this Agreement, except *Workers Compensation* and *Professional Liability*, shall name MGAA, its agents, representatives, officers, directors, officials, and employees as Additional Insured.
- C. Minimum Scope and Limits of Insurance. Coverage shall be at least as broad as:
 - i. 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.
 - ii. Auto Liability: ISO Form CA 00 01 covering any auto (Symbol 1), or if Contractor has no owned autos, hired, (Symbol 8) and non-owned autos (Symbol 9), with limits no less than \$5,000,000 Combined Single limit per accident for bodily injury and property damage [remove \$5,000,000 auto liability insurance requirement if using portable equipment able to go through doorway – requirement will be \$1,000,000].
 - iii. Workers' Compensation: Statutory Limits as required by the state of Arizona, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
- D. If the Contractor maintains higher limits than the minimums shown above, MGAA 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 MGAA.
- E. Additional insurance provisions. The insurance policies shall provide, or be endorsed to include, the following provisions:
 - i. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to MGAA.
 - ii. Waiver of Subrogation: 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 Agreement, except *Workers Compensation* and *Professional Liability*, for claims arising out of the Contractor's work or service.
- iii. Primary Coverage: For all claims related to this Agreement, all of Contractor's insurance policies will be primary and non-contributory. Any insurance or self-insurance maintained by MGAA, its officers, officials, employees, or volunteers will be in excess of Contractor's insurance and will not contribute with it.
 - iv. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by MGAA. MGAA may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
 - v. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A, VII, unless otherwise acceptable to MGAA.
 - vi. Claims Made Policies: No Claims Made policies (other than Professional Liability) will be accepted. For policies that provide claims-made coverage:
 - a) The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of Agreement work.
 - b) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Agreement of work.
 - c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
 - vii. Verification of Coverage: Contractor shall furnish MGAA with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements are to be received and approved by MGAA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide the required insurance. MGAA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
 - viii. Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that MGAA is an additional insured on insurance required from subcontractors.
 - ix. Special Risks or Circumstances: MGAA reserves the right to modify these requirements, including limits, based on the nature of the risk, scope of services, prior experience, insurer, coverage, or other special circumstances.

SECTION XX NOTICES

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

TO MGAA: Mesa Gateway Airport Authority
Attn: Director of Operations & Maintenance
5835 South Sossaman Road
Mesa, Arizona 85212

TO CONTRACTOR: **TBD**

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

Executed as of the Effective Date.

CONTRACTOR
COMPANY NAME

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

By: _____

Name: _____

Title: _____

Date: _____

By: _____

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

Title: Executive Director/CEO

Date: _____

EXHIBIT A – SCOPE OF SERVICES & FEE SCHEDULE

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

SCOPE OF SERVICES

Contractor is to provide all labor, materials, equipment, and supervision necessary to perform Power Washing Services as detailed in this Agreement to the satisfaction of MGAA and in accordance with applicable laws, regulations, and specifications.

MGAA may modify the Scope of Services during the term of the Agreement, which may include, but is not limited to, the addition or removal of Service Areas and the performance of services on an as-needed basis, as directed by MGAA.

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

1. Power washing of concrete, asphalt, and stone surfaces and exterior furnishings (i.e. tables/chairs) in areas identified in Exhibit B.
2. Removal of oil stains, gum, dirt, and other debris in areas identified in Exhibit B.
3. Services are to be provided following the schedule in Exhibit B, unless otherwise authorized in writing by MGAA.
4. Use of environmentally safe cleaning agents.
5. Adherence to all MGAA safety regulations.
6. Adherence to all applicable federal, state, and local laws, regulations, and ordinances, including but not limited to those governing wastewater collection and disposal, stormwater protection, chemical use, and hazardous materials handling.
7. Performance of power washing services on an as-needed basis, as directed by MGAA.

FEE SCHEDULE

[ENTER RATES FROM BID]

The rates stated above shall remain firm and in effect for the first year of the Contract term. Offeror may request a rate adjustment effective on each anniversary date of the Contract, up to a maximum of 5%, with the prior written approval of MGAA. Offeror must provide at least thirty (30) days' prior written notice of any proposed rate increase.

Prompt Payment: The price(s) quoted above can be discounted by _____ % if payment is made within _____ days.

EXHIBIT B – SERVICE AREAS AND SERVICE SCHEDULE

Service Area Overview



1. Services to be completed on the first and third Tuesday of every month:

Work may commence at 9:00 PM on Tuesdays and must be completed by 4:00 AM the following morning. Any deviation from these hours must be requested in advance from MGAA.

Map areas in red include:

- Terminal Arrivals and Departures Curb – 18,115 sq. ft.
- North Concourse Smoking Courtyard – 297 sq. ft.
- North Concourse OHSO Courtyard – 1535 sq. ft.
- South Concourse East Courtyard – 2006 sq. ft.
- South Concourse West Courtyard – 2034 sq. ft.

Total Service Area – 23,988 sq. ft.



2. Services to be completed on the first Tuesday of every month:

Work may commence at 9:00 PM on Tuesdays and must be completed by 4:00 AM the following morning.
Any deviation from these hours must be requested in advance from MGAA.

Map areas in pink:

- Terminal Commercial Curb – 5286 sq. ft.
- Rental Car Return Sidewalk – 1121 sq. ft.
- Hourly Lot Sidewalk – 5263 sq. ft.
- Gateway Aviation Center Building Entrance – 504 sq. ft.
- Administration Building Entrance – 1044 sq. ft.

Total Service Area – 13,218 sq. ft.



Gateway Aviation Center Building Entrance Service Area



Administration Building Entrance Service Area

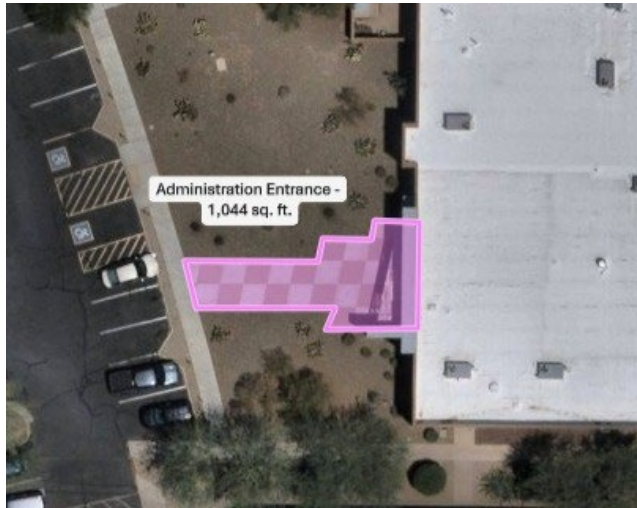


EXHIBIT C - COMPENSATION

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

1. Fees to be Specified in Agreement

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

2. Method of Payment

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

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

3. Contractor Responsibilities for Compensation

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

4. MGAA Responsibilities for Compensation

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

5. Billing Address

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

Accounts Payable: ap@gatewayairport.com

EXHIBIT D - SPECIAL PROVISIONS

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

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

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities:

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

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

proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

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

Title VI Compliance With Nondiscrimination Requirements:

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

1. Compliance with Regulations: The Contractor (hereinafter includes Contractors) 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 Agreement.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a Contractor’s noncompliance with the non-discrimination provisions of this Agreement, the Sponsor will impose such Agreement sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending an Agreement, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Contractor, by accepting this Agreement, certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any government department or agency.

4. Project Security

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

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

5. Standard Terms & Conditions

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

6. Federal and State Guidelines and Regulations

All work performed under this Agreement 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 Agreement in accordance with the applicable requirements imposed by MGAA, ADOT, FAA and any other applicable sponsoring agencies. Contractor and its subContractors/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 MGAA all information, reports, documents, and/or certifications requested by MGAA for the satisfaction of any grant requirements for the reimbursement of services, including, without limitation, identifying the specific services provided by 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 Agreement.

7. Right to Contract With Other Firms

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

8. Independent Contractor Status

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

EXHIBIT E – MGAA STANDARD TERMS & CONDITIONS

1. **Certification.** Contractor certifies:
 - a. The award of this Agreement 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 Agreement; and Contractor hereby certifies that the individual signing this Agreement is an authorized agent for Contractor and has the authority to bind the Contractor to the Agreement.
2. **Termination of Agreement.**
 - a. Termination for cause. MGAA reserves the right to cancel this Agreement in whole or in part due to failure of Contractor to carry out any term, promise, or condition of the Agreement. At least ten (10) business days before terminating the Agreement, MGAA will issue a written notice of default specifying one of the following reasons. MGAA shall, at all times during the term of the Agreement or any extension term thereto, have the sole authority to determine if the default has been cured to its satisfaction. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
 - (1) Contractor has provided personnel that do not meet the requirements of the Agreement.
 - (2) Contractor has failed to perform adequately the stipulations, conditions or services/specifications required in this Agreement.
 - (3) Contractor has attempted to impose on MGAA 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 Agreement or associated Authorization of Services.
 - (5) Contractor has failed to make progress in the performance of the requirements of the Agreement or Authorization of Services, or Contractor fails to give MGAA adequate assurance the Contractor will perform the Agreement in full and on time.
 - b. This Agreement may be terminated at any time by mutual written consent or by MGAA - with or without cause - provided the terminating party gives fourteen (14) calendar days' advance written notice to the other party. MGAA may terminate this Agreement, in whole or in part, for MGAA's convenience and with fourteen (14) days' written notice.
 - c. Each payment obligation of MGAA created hereby is conditioned on the availability of MGAA, state, or federal funds appropriated for payment of the obligation. If funds are not available or allocated by MGAA for continuance of service under this Agreement, then MGAA may terminate the Agreement. MGAA shall promptly notify Contractor regarding the service that may be affected by a shortage of funds. No penalty accrues to MGAA if this provision is exercised, and MGAA shall not be liable for any future payments due or for any damages as a result of termination under this paragraph.
 - d. Upon cancellation/termination of the Agreement, the Contractor must deliver to MGAA all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by Owner, its Engineer, Architect, or representative, under this Agreement, whether complete or partially complete.
 - e. If this Agreement is canceled/terminated, then MGAA is liable only for services rendered and material received, certified, and approved by MGAA under the Agreement before the cancellation/termination effective date. In the event any payments are made by MGAA to Contractor in advance of services performed, and this Agreement is canceled/terminated, Contractor shall refund MGAA's payment on a pro-rata basis for the unused portion of the term. The refund shall be paid to MGAA within thirty (30)

days of the cancellation/termination of the Agreement. This refund shall only apply to payments made for services or products that have not been rendered or delivered prior to the cancellation/termination date.

3. **Dispute Resolution.**

- a. **Negotiations.** If a dispute arises out of or relates to this Agreement or its breach, the parties to this Agreement 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 Agreement be unable to resolve their dispute through direct negotiations, the parties to this Agreement, 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 Agreement, 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 Agreement, but subject to reallocation following binding dispute resolution.
- c. **Binding Dispute Resolution.** Should the parties to this Agreement 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 Agreement, commence formal dispute resolution proceedings. Both parties to this Agreement 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 Agreement, 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 Agreement are excused from this arbitration requirement and the parties to this Agreement shall proceed in the state or federal courts of competent jurisdiction and located in Maricopa County, Arizona. In any arbitration or litigation, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs as determined by the arbitrator or court as applicable.

4. **Independent Contractor.** At all times, each party acts in its individual capacity not as agent, employee, partner, joint venturer, or associate of the other party. An employee or agent of one party may not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. Neither Contractor nor any of its employees are entitled to compensation from MGAA in the form of salaries, paid vacation, or sick days. MGAA will not provide any insurance to Contractor, including *Workers' Compensation* coverage. MGAA will not withhold FICA, taxes, or any similar deductions from MGAA's payments under this Agreement.
5. **Affirmative Action.** Contractor shall abide by all the federal and state of Arizona provisions for equal opportunity in the work place.
6. **Human Relations.** Contractor shall abide by all the federal and state of Arizona provisions against discrimination of disadvantaged business enterprises in applicable MGAA contracts.
7. **Non-Exclusive Agreement.** This Agreement is for the sole convenience of MGAA. MGAA reserves the right in its discretion to obtain the same or similar goods or services from any other source.
8. **Americans with Disabilities Act.** 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*.
9. **Confidentiality of Records.** Contractor shall establish and maintain procedures and controls that are acceptable to MGAA for the purpose of assuring that no information contained in its records or obtained from MGAA or from others in carrying out its functions under the Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under this Agreement. Persons requesting such information should be referred to MGAA. 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 Agreement, unless otherwise agreed to in writing by MGAA.

10. **Gratuities.** MGAA may, by written notice to the Contractor, cancel this Agreement 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 MGAA involved in the amending, or the making of any determinations with respect to the performing of such Agreement. If this Agreement is canceled by MGAA under this provision, MGAA shall, in addition to any other rights and remedies, repay to the Contractor the amount of the gratuity.
11. **Applicable Law.** This Agreement shall be governed by the laws of the state of Arizona, and suits pertaining to this Agreement shall be brought only in federal or state courts in the state of Arizona.
12. **Agreement.** This Agreement is based on and the result of a negotiated Scope of Work and Proposal, Bid or Statement of Qualifications submitted by Contractor under an RFP, IFB or RFQ. The Agreement contains the entire agreement between MGAA and Contractor. No prior oral or written agreements, contracts, proposals, negotiations, purchase orders, or master agreements (in any form) are enforceable between the parties.
13. **Agreement Amendments.** This Agreement shall be modified only by a written amendment signed by the MGAA Executive Director or his/her designee, and persons duly authorized to enter into contracts on behalf of Contractor.
14. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Agreement 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 Agreement shall forthwith be physically amended to make such insertion or correction.
15. **Severability.** The provisions of this Agreement are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Agreement, which may remain in effect without the valid provision, or application.
16. **Protection of Government Property.** Contractor shall use reasonable care to avoid damaging all MGAA property, including buildings, equipment, and vegetation (such as trees, shrubs, and grass). If Contractor damages MGAA's property in any way, Contractor shall immediately report such damage to MGAA and repair or replace the damage at no cost to MGAA, as directed by the MGAA Executive Director. If Contractor fails or refuses to repair or replace the damage, then MGAA may terminate the Agreement, and MGAA shall deduct the repair or replacement cost from money due Contractor under the Agreement.
17. **Interpretation – Parol Evidence.** This Agreement 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 Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
18. **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 MGAA. MGAA may, at its sole discretion, accept or reject proposed subcontractors or assignment. MGAA shall notify Contractor of its acceptance or rejection within forty-five (45) 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 Agreement performance whether subcontractors are used.
19. **No Waiver.** No provision in this Agreement 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 Agreement. The failure of either party to insist on strict performance of any Agreement term or condition; to exercise or delay

exercising any right or remedy provided in the Agreement or by law; or to accept materials, services, or Contractor's services under this Agreement or imposed by law, shall not be deemed a waiver of any right of either party to insist upon strict performance of the Agreement.

20. **Warranties.** Contractor warrants that all materials and services delivered under this Agreement shall conform to the specifications thereof. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by MGAA, shall not alter or affect the obligations of Contractor or the rights of MGAA under the foregoing warranties. Additional warranty requirements may be set forth in this Agreement.
21. **Indemnification.** To the fullest extent permitted by law, Contractor shall defend, save, indemnify, and hold harmless MGAA, its agents, representatives, officers, directors, officials, and employees (collectively the "Indemnitees"), for, from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the Contractor's acts, errors, omissions, or mistakes relating to Contractor's services under this Agreement.
22. **Right to Assurance.** Whenever one party to this Agreement 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 Agreement.
23. **Advertising.** Contractor shall not advertise or publish information concerning this Agreement without prior written consent of MGAA.
24. **Right to Inspect.** MGAA may, at reasonable times, and at MGAA's expense, inspect the place of Contractor's or any of Contractor's subcontractor's business, which is related to the performance of this Agreement or related subcontract.
25. **Force Majeure.** In the event either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Agreement 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 Agreement, 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.
26. **Inspection.** All material or service is subject to final inspection and acceptance by MGAA. Material or service failing to conform to the specifications of this Agreement 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 Agreement.

27. **Exclusive Possession.** All services, information, computer program elements, reports, and other deliverables, which may be created under this Agreement, are the sole property of MGAA and shall not be used or released by Contractor or any other person except with prior written permission by MGAA.
28. **Title and Risk of Loss.** The title and risk of loss of materials or services shall not pass to MGAA until MGAA actually receives the material or service at the Airport, unless otherwise provided within this Agreement.
29. **Liens.** All materials, services, and other deliverables supplied to MGAA under this Agreement must be free of all liens and other encumbrances. Upon request of MGAA, Contractor shall provide a formal release of all liens.
30. **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 Agreement.
31. **Subsequent Employment.** MGAA may cancel this Agreement 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 Agreement, on behalf of the MGAA is or becomes, at any time while the Agreement or any extension of the Agreement is in effect, an employee of, or a contractor to any other party to this Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to this Agreement receive written notice from MGAA, unless the notice specifies a later time.
32. **Clean Up.** Contractor shall at all times keep Agreement 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 MGAA. Upon completion of any repair, Contractor shall leave the work and premises in clean, neat, and workmanlike condition.
33. **Patents.** Contractor shall defend, indemnify, and hold harmless MGAA, its officers and employees from all liabilities, claims, damages, costs, or expenses, including, but not limited to attorneys' fees, for any alleged infringement of any person's patent rights or copyrights in consequence of the use by MGAA, its officers, employees, agents, and other duly authorized representatives of tangible or intellectual property supplied to MGAA by Contractor under this Agreement.
34. **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 Agreement, including the papers of all Contractor and subcontractor employees that work on the Agreement (all the foregoing collectively referred to as "Records"), must be open to inspection and subject to audit and/or reproduction during normal working hours by MGAA. MGAA is entitled to evaluate and verify all invoices, payments or claims based on 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 Agreement. For any audit under this Section, Contractor and its subcontractors hereby waive the right to keep such Records confidential. MGAA is entitled to access to these Records from the effective date of this Agreement for the duration of the work and until five years after the date of final payment by MGAA to Contractor under the Agreement. During normal working hours, MGAA 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. MGAA 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 Agreement.
35. **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 Agreement and may result in the termination of this Agreement by MGAA. MGAA shall have the right to inspect the

papers of Contractor's and any of Contractor's subcontractor's employee who works on this Agreement to ensure the Contractor is complying with this paragraph.

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