

## NOTICE OF INVITATION FOR BID (IFB)

### BAGGAGE TRACTOR

#### MESA GATEWAY AIRPORT AUTHORITY

Issue date: December 16, 2025

Dates & times are subject to change

IFB INFORMATION	
SOLICITATION 2026-003-IFB	
Contact	Marian Whilden, Procurement Officer
Email Address	<a href="mailto:mwhilden@gatewayairport.com">mwhilden@gatewayairport.com</a>
<b><u>Mandatory</u></b> 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	January 21, 2026, by 12:00 PM (Arizona Time)
*IFB Submittal Due Date	February 3, 2026, 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, Minimum Specifications Checklist
- ☐ Attachment B, Offeror's Bid.
- ☐ Attachment C, Parts Availability and Capability.
- ☐ Attachment D, Offer Agreement.
- ☐ Attachment E, Standard Certifications.
- ☐ Attachment F, Authorization for Release of Performance Information and Waiver.
- ☐ Attachment G, References.
- ☐ Attachment H, Addenda Acknowledgement
- ☐ Complete detailed description of the Equipment offered and its operational capabilities
- ☐ Photograph of the Equipment offered.
- ☐ Detailed information on Offeror's warranty

**INVITATION FOR BID  
SOLICITATION #2026-003-IFB FOR  
One (1) BAGGAGE TRACTOR**

**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

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#### A. GENERAL INFORMATION ON SOLICITATION PROCESS

1. **Availability of Solicitation.** The solicitation package is available on MGAA's website ([www.gatweayairport.com](http://www.gatweayairport.com)) under the [Current Solicitations](#) section under the Business | Procurements, Vendors & Surplus Property section.
2. **Addenda.** If MGAA deems it necessary to amend the solicitation, an Addendum will be prepared in writing and posted to MGAA's website. Offerors are responsible for obtaining all addenda via MGAA's website within the relevant solicitation in the [Current Solicitations](#) section under the Business | Procurements, Vendors & Surplus Property section or by other means. Any Addenda issued by MGAA will become a part of the IFB. Offeror shall acknowledge receipt of each addendum by completing Attachment H 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 the 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 forty-five (45) 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 that the protest is made in good faith.
  - iii. A statement of all facts alleged and all rules, regulations, statutes, or constitutional provisions that entitle 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 the 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.

MGAA reserves the right to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition, or similar administrative errors, and in response to MGAA's request for clarifications of Bid Proposals.

- 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.

If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with MGAA and promptly thereafter demonstrates to the reasonable satisfaction of MGAA that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the equipment is rebid, that Bidder will be disqualified from further bidding on the equipment.

In the event the lowest responsive and responsible bidder withdraws its bid or is in default, MGAA reserves the right to award the contract to the next lowest responsive and responsible bidder, and subsequently to the next in order, as deemed in the best interest of MGAA, without the need for re-advertising or re-bidding the equipment. This process may continue until a contract is successfully awarded or MGAA elects to reject all bids.

### 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 allow Offeror 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 seven (7) 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 within seven (7) 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

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#### A. INFORMATION SPECIFIC TO THIS SOLICITATION

1. Quantity of one (1) Baggage Tractor (Equipment), in accordance with the specifications contained herein.
2. This IFB includes one (1) Add Alternate for ancillary equipment. MGAA may, at its sole discretion, accept or reject the Add Alternate.
3. Equipment shall be new.
4. Any bid not meeting the minimum specifications and/or requirements specified herein may be rejected.
5. MGAA reserves the right to inspect and refuse Equipment once delivered based upon the established specifications and/or requirements.
6. The offeror does not need to be the manufacturer of the equipment to submit a bid under this IFB.

#### B. MINIMUM SPECIFICATIONS

1. Minimum specifications and requirements that will be acceptable to MGAA are listed under Attachment A, which the Offeror shall complete.
2. The Offeror shall, in its bid, affirmatively demonstrate or attest to its ability to meet the minimum specifications as detailed in Attachment A.
3. Specifications may be exceeded and shall be noted by Offeror.

#### C. ADDITIONAL INFORMATION

1. **Warranty**
  - a. The warranty period shall begin on the later of (i) the date the equipment is delivered to MGAA or (ii) the date the equipment becomes fully operational at MGAA.
  - b. Minimum warranty period MGAA will accept is stated in Attachment A, and all costs, if any, to meet the minimum requirements shall be listed in Attachment B. MGAA is not seeking an extended warranty beyond the minimum required.
2. **Payment**

Payment will be made by MGAA 30 days upon receipt and successful test of the Equipment, unless otherwise agreed to in writing by MGAA.
3. **Delivery**
  - a. Delivery shall be made to:  
6263 Taxiway Circle  
Mesa, AZ 85212
  - b. Delivery shall be scheduled at least five days ahead by contacting:  
Alikia Nuesca  
480 988-7531

- c. MGAA shall have the right to inspect the equipment when delivered and reject the equipment if it does not meet the specifications outlined in this IFB and/or the Offeror's bid specifications submitted.
  - d. MGAA shall have up to three (3) business days to inspect, test, and notify the Offeror if such equipment does not meet the specifications or is defective in any way.
  - e. MGAA does not have a loading dock. Equipment will need to be offloaded directly from the hauler.
4. **Bid Guarantee**  
Offeror's bid, including all pricing, terms, and conditions, shall be guaranteed for forty-five (45) days from the IFB due date.
5. **Manuals**  
All required manuals, per Attachment A, shall be delivered to MGAA at the address noted under Section Two, Subsection C, paragraph 3 above, within two (2) days of delivery of the equipment to MGAA. All costs of manuals, if any, shall be listed in Attachment B.
6. **Bid Submittal**  
a. 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: Minimum Specifications Checklist
  - iii. Attachment B: Offeror's Bid
  - iv. Attachment C: Parts Availability & Capability
  - v. Attachment D: Offer Agreement
  - vi. Attachment E: Standard Certifications
  - vii. Attachment F: Authorization for Release of Performance Information and Waiver
  - viii. Attachment G: References
  - ix. Attachment H, Addenda Acknowledgement (if addenda were issued)
  - x. A complete, detailed description of the equipment and its operational capabilities, including those for all major components. Promotional materials may or may not satisfy this requirement.
  - xi. Provide a photograph of the Equipment that the Offeror submitted in its bid.
  - xii. Detailed information on Offeror's warranty included in its bid (terms, coverage, durations, etc.)
- b. 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 Airport's Board of Directors.
7. **Definitions**  
a. MGAA – The Mesa Gateway Airport Authority  
b. Offeror/Proposer/Bidder/Firm – The individual, partnership, or corporation that, as a result of the competitive bid process, has submitted a bid for specified goods/services  
c. Invitation for Bid - A type of competitive sealed bid procurement process  
d. Contractor/Consultant - The individual, partnership, or corporation who, as a result of the competitive bid process, submitted a bid for goods/services and is awarded the resulting contract.



#### **D. 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 that 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 Offeror based on:
  - a. the Base Bid alone, OR
  - b. the Base Bid in combination with the Add Alternate, whichever combination MGAA determines to be in its best interest.
3. MGAA may accept or reject the Add Alternate. Selection of the Add Alternate will be made after bid opening based on available funding, operational needs, or other considerations.

## Section Three

### Standard Terms and Conditions

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1. **Certification.** Offeror certifies:
  - a. The award of this Contract did not involve collusion or other anti-competitive practices.
  - b. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. Section 31-1461, et. seq.
  - c. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract; and Offeror hereby certifies that the individual signing this Contract is an authorized agent for Offeror and has the authority to bind the Offeror to the Contract.
2. **Dispute Resolution.**
  - a. **Negotiations.** If a dispute arises out of or relates to this Contract or its breach, the parties to this Contract shall endeavor to settle the dispute through direct discussions as a condition precedent to mediation or binding dispute resolution.
  - b. **Mediation.** Should the parties to this Contract be unable to resolve their dispute through direct negotiations, the parties to this Contract, upon the written request of either, shall engage in mediation, to be administered privately by a mediator and according to rules mutually agreed upon by the parties to this Contract, or, the absence of such mutual agreement, by a mediator appointed by JAMS and administered by JAMS in accordance with its then-current mediation rules. The fees and costs of mediation shall be split equally by the parties to this Contract, but subject to reallocation following binding dispute resolution.
  - c. **Binding Dispute Resolution.** Should the parties to this Contract be unable to resolve their dispute through direct negotiations or mediation, either party may, within the time limitations for bringing claims under Arizona law and this Contract, commence formal dispute resolution proceedings. Both parties to this Contract consent to binding arbitration administered by JAMS according to its then current arbitration rules, provided, however, that (i) in the event both parties agree, the arbitration may be administered privately by an arbitrator and according to rules mutually agreed upon by the parties to this Contract, and (ii) in the event any party seeks relief against the other party or against a non-party which cannot fully be granted in arbitration, by reason of non-joinder or otherwise, the parties to this Contract are excused from this arbitration requirement and the parties to this Contract shall proceed in the state or federal courts of competent jurisdiction and located in Maricopa County, Arizona. In any arbitration or litigation, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs as determined by the arbitrator or court, as applicable.
3. **Independent Contractor.** At all times, each party acts in its individual capacity, not as agent, employee, partner, joint venturer, or associate of the other party. An employee or agent of one party may not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. Neither Offeror nor any of its employees is entitled to compensation from MGAA in the form of salaries, paid vacation, or sick days. MGAA will not provide any insurance to Offeror, including *Workers' Compensation* coverage. MGAA will not withhold FICA, taxes, or any similar deductions from MGAA's payments under this Contract.
4. **Affirmative Action.** Offeror shall abide by all the federal and state of Arizona provisions for equal opportunity in the workplace.
5. **Human Relations.** Offeror shall abide by all the federal and state of Arizona provisions against discrimination of disadvantaged business enterprises in applicable MGAA contracts.
6. **Non-Exclusive Contract.** This Contract is for the sole convenience of MGAA. MGAA reserves the right in its discretion to obtain the same or similar goods or services from any other source.

7. **Americans with Disabilities Act.** Offeror shall comply with all applicable provisions of the *Americans with Disabilities Act* (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the *Act*.
8. **Confidentiality of Records.** Offeror shall establish and maintain procedures and controls that are acceptable to MGAA for the purpose of assuring that no information contained in its records or obtained from MGAA or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under this Contract. Persons requesting such information should be referred to MGAA. Offeror also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Offeror as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by MGAA.
9. **Gratuities.** MGAA may, by written notice to the Offeror, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Offeror or any agent or representative of Offeror, to any officer or employee of MGAA involved in the amending, or the making of any determinations with respect to the performing of such Contract. If this Contract is canceled by MGAA under this provision, MGAA shall, in addition to any other rights and remedies, repay to the Offeror the amount of the gratuity.
10. **Applicable Law.** This Contract shall be governed by, and MGAA and Offeror shall have, all remedies afforded each by the *Uniform Commercial Code*, as adopted in the state of Arizona, except as otherwise provided in this Contract or in laws pertaining specifically to MGAA. This Contract shall be governed by the laws of the state of Arizona, and suits pertaining to this Contract shall be brought only in federal or state courts in the state of Arizona.
11. **Contract Amendments.** This Contract shall be modified only by a written amendment signed by the MGAA Executive Director or its designee, and persons duly authorized to enter into contracts on behalf of Offeror.
12. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if, through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
13. **Severability.** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract, which may remain in effect without the invalid provision or application.
14. **Protection of Government Property.** Offeror shall use reasonable care to avoid damaging all MGAA property, including buildings, equipment, and vegetation (such as trees, shrubs, and grass). If Offeror damages MGAA's property in any way, Offeror shall immediately report such damage to MGAA and repair or replace the damage at no cost to MGAA, as directed by the MGAA Executive Director. If Offeror fails or refuses to repair or replace the damage, then MGAA may terminate the Contract, and MGAA shall deduct the repair or replacement cost from the money due Offeror under the Contract.
15. **Interpretation – Parol Evidence.** This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
16. **Subcontracts.** Offeror shall not assign any rights or interest nor enter into any subcontract with any other party to furnish any of the materials, goods, or services specified herein without the prior written permission of MGAA. MGAA may, at its sole discretion, accept or reject proposed subcontractors or assignments. MGAA shall notify Offeror of its acceptance or rejection within forty-five (45) days of written request by Offeror. All subcontracts shall comply with federal and state laws and regulations applicable to the materials, goods, or services covered by the subcontract and shall include all the terms and conditions set forth herein.



which shall apply with equal force to the subcontract, as if the subcontractor were the Offeror referred to herein. Offeror is responsible for Contract performance whether subcontractors are used.

17. **No Waiver.** No provision in this Contract shall be construed, expressly or by implication, to waive either party's existing or future claim, right, or remedy available by law for breach of contract. The failure of either party to insist on strict performance of any Contract term or condition; to exercise or delay exercising any right or remedy provided in the Contract or by law; or to accept materials, services, or Offeror's services under this Contract or imposed by law, shall not be deemed a waiver of any right of either party to insist upon strict performance of the Contract.
18. **Warranties.** Offeror warrants that all materials and services delivered under this Contract shall conform to the specifications thereof. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by MGAA shall not alter or affect the obligations of Offeror or the rights of MGAA under the foregoing warranties. Additional warranty requirements may be set forth in this Contract.
19. **Indemnification.** To the fullest extent permitted by law, Offeror shall defend, save, indemnify, and hold harmless MGAA, its agents, representatives, officers, directors, officials, and employees (collectively the "Indemnitees"), for, from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the Offeror's acts, errors, omissions, or mistakes relating to Offeror's services under this Contract.
20. **Right to Assurance.** Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. If a demand is made and no written assurance is given within five (5) business days, the demanding party may treat this failure as an anticipatory repudiation of this Contract.
21. **Advertising.** Offeror shall not advertise or publish information concerning this Contract without prior written consent of MGAA.
22. **Right to Inspect.** MGAA may, at reasonable times, and at MGAA's expense, inspect the place of Offeror's or any of Offeror's subcontractor's business, which is related to the performance of this Contract or related subcontract.
23. **Force Majeure.** In the event either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Contract to be performed by such party ("Required Act"), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, fire, flood, earthquake, or other casualty or acts of God ("Force Majeure Event"), then the performance of such Required Act shall be excused for the period of delay and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Contract, the financial inability of Offeror to perform any Required Act, including, without limitation, failure to obtain adequate or other financing, shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence until ten (10) days before the date on which the party who asserts some right, defense, or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating (a) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (b) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the time of performance of the Required Act with the average of the preceding ten (10) years' climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood, or other natural phenomena of normal intensity for the locality where the Premises are located.



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



33. **Availability of Project Funding.** This Contract's approval and continuation are conditioned on the availability of MGAA, state, and/or federal funds appropriated by MGAA for this purpose. If funds are not available or allocated by MGAA for continuance of service under this Contract, then MGAA may terminate the Contract. MGAA shall promptly notify Offeror regarding the service that may be affected by a shortage of funds. No penalty accrues to MGAA if this provision is exercised, and MGAA shall not be liable for any future payments due or for any damages as a result of termination under this paragraph.

## Attachment A

### Minimum Specifications Checklist

1. By submitting a bid, Offeror hereby certifies that the Equipment submitted for consideration by MGAA under this solicitation, 2026-003-IFB, meets all specifications contained in Attachment A.

**Signed:** \_\_\_\_\_

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

2. Specifications may be exceeded and should be noted here by Offeror and submitted to MGAA as part of Offeror's bid.
3. Manufacturer of Equipment Bid: \_\_\_\_\_
4. Model of Equipment Bid: \_\_\_\_\_

#	New Baggage Tractor Minimum Required Specifications	Met (Y or N)	Comments
1.	New		
2.	Engine, Unleaded – Offeror to state make and horsepower.		
3.	Minimum engine instruments: fuel level, water temperature, oil pressure, run time or hour meter, battery voltage meter, and ignition switch.		
4.	Transmission: industrial 3-speed automatic with a torque converter. The drive axle shall be a minimum heavy-duty 6,000 lb. capacity axle with a drop box. It will be radiator-cooled. The drive shaft type will be double universal, sliding spine coupling.		
5.	Power steering.		
6.	Battery: 12-volt, negative ground electrical system. Offeror to state battery type, including the name of the battery manufacturer.		
7.	Master battery disconnect switch.		
8.	Minimum 12 U.S. gallons (45.43L) fuel capacity. Offeror to state tank capacity.		
9.	Stainless-steel fuel tank.		
10.	Minimum 15-quart heavy-duty radiator and fan. Offeror to state capacity.		
11.	No cab.		
12.	Maximum governed speed of 15mph (24.14kph). Offeror to state max speed.		
13.	6" minimum ground clearance. Offeror to state ground clearance.		
14.	Front suspension: leaf springs		
15.	Rear Suspension: coil springs		

#	New Baggage Tractor Minimum Required Specifications	Met (Y or N)	Comments
16.	Brakes: 4-wheel disc with hydraulic power assist and dual master cylinders.		
17.	Lever-operated parking brake.		
18.	Hitch: standard “E” hitch in both the front & rear.		
19.	Draw bar pull weight minimum of 3,000lbs (1362kg). Offeror to state draw bar pull weight or provide matrix.		
20.	Backup alarm.		
21.	Rotating or flashing yellow beacon, attached to a unit hard point, that illuminates when the engine is running.		
22.	Caution and warning lamps. Offeror to state if mounted on the instrument panel.*		
23.	Paint: all painted surfaces to be “gloss white” in color.		
24.	Equipment will be tested prior to delivery to MGAA.		
25.	Warranty: minimum of two (2) years on the tractor.		
26.	Warranty, Paint: minimum of one (1) year on all finishes, including their ability to resist scraping, chipping, and other types of deterioration due to weather and normal wear.		
27.	Manuals, Hardcopy – Two (2) each of operator, maintenance, and parts manuals		
28.	Manuals, Electronic – one (1) each of operator, maintenance, and parts manuals		

**\*22.** Equipment shall be equipped with appropriate caution and/or warning lamps. These lamps may vary by manufacturer, but must perform equivalent functions, indicating system faults, warnings, or abnormal operating conditions.



**Attachment B**  
Offeror's Bid

**BASE BID:**

Line No.	Item	Price
1.	One (1)) New Baggage Tractor, To Meet Minimum Specifications per Attachment A	\$ _____
2.	Manuals on Maintenance, Operations, and Parts, To Meet Specifications per Attachment A	\$ _____
3.	Subtotal Amount <i>(add lines 1 and 2)</i>	\$ _____
4.	Applicable Sales Tax <i>(tax rate <math>\times</math> line 3)</i>  Sales Tax, 8.3% OR 7.6% (See Below)  MGAA is NOT tax-exempt. If Offeror does not collect sales tax on behalf of the State of Arizona when invoicing, Offeror should still include tax at a rate of 7.6% for Use Tax.	\$ _____
5.	Warranty, To Meet Minimum Specifications per Attachment A	\$ _____
6.	Shipping	\$ _____
7.	Total Base Bid <i>(add lines 3, 4, 5, 6, and 7)</i>	\$ _____

**ADD ALTERNATE BID:**

Line No.	Item	Price
8.	One (1) New Driver Hitch Release (for rear hitch)	\$ _____
9.	Applicable Sales Tax <i>(tax rate <math>\times</math> line 9)</i>  Sales Tax, 8.3% OR 7.6% (See Below)  MGAA is NOT tax-exempt. If Offeror does not collect sales tax on behalf of the State of Arizona when invoicing, Offeror should still include tax at a rate of 7.6% for Use Tax.	\$ _____
10.	Total Add Alternate Bid <i>(add lines 8 and 9)</i>	\$ _____

**TOTAL BASE BID + ADD ALTERNATE BID (Optional):** \$ \_\_\_\_\_  
*(add lines 7 and 10)*



**Attachment B (Continued)**  
Offeror's Bid

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**Clarifications of Offeror (if any):**

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**Delivery Time Estimate:** \_\_\_\_\_

**Equipment is Manufactured in (Country):** \_\_\_\_\_

Offeror acknowledges that MGAA may award based on the Base Bid alone OR Base Bid + Add Alternate.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





**Attachment D**  
Offer Agreement

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**OFFER TO MESA GATEWAY AIRPORT AUTHORITY:**

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

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

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

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

\_\_\_\_\_  
Date





## Attachment E

### Standard Certifications

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

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

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

1. Offeror hereby ☐ certifies ☐ does not certify

This engagement, if selected, will not result in a conflict of interest.

2. Offeror hereby ☐ certifies ☐ does not certify

That the Equipment submitted for consideration by MGAA under this solicitation 2026-003-IFB, meets or exceeds all specifications contained in Attachment A.

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

3. Offeror hereby ☐ certifies ☐ does not certify

That it has no known business or financial relationships between the Offeror or Offeror's firm and members of the MGAA Board.

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

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

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

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

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

\_\_\_\_\_  
Date



**Attachment F**  
Authorization for Release of Performance Information and Waiver

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The purpose of this disclosure is to provide references to MGAA. Offeror hereby consent that as an Offeror to MGAA's Solicitation 2026-003-IFB, Baggage Tractor 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 provided the same or similar equipment 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 a copy of this authorization shall be as valid and effective as the original.

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

\_\_\_\_\_  
Date

## Attachment G

### References

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Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
City, State: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Model(s) Purchased: \_\_\_\_\_  
Date Purchased: \_\_\_\_\_

Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
City, State: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Model(s) Purchased: \_\_\_\_\_  
Date Purchased: \_\_\_\_\_

Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
City, State: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Model(s) Purchased: \_\_\_\_\_  
Date Purchased: \_\_\_\_\_



## Attachment H

### Addenda Acknowledgement

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

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

Offeror hereby acknowledges receipt of the following addenda issued by MGAA for solicitation 2026-003-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

