

REQUEST FOR PROPOSALS (RFP)

HVAC EQUIPMENT REPLACEMENT and INSTALLATION SERVICES

MESA GATEWAY AIRPORT AUTHORITY
(MGAA)

Issue date: September 14, 2026

MGAA reserves the right to revise the solicitation schedule by written Addendum.

RFP INFORMATION	
SOLICITATION 2027-003-RFP	
Contact	Marian Whilden, Procurement Officer
Email Address	mwhilden@gatewayairport.com
Mandatory Pre-Submittal Meeting and Site Tour	Date: September 29, 2026 Time 1:30 PM (Arizona Time) Location: Mesa Gateway Airport Authority Administration Building 5835 S. Sossaman Road Mesa, AZ 85212 Site tour is immediately following the Pre-Submittal Meeting <u>Offerors must register before the tour</u> – see page 4 for Site Tour registration instructions
RFP Submittal Mailing/Delivery Address	5835 S. Sossaman Road Mesa, Az 85212
Due Date for Questions and Clarifications	October 5, 2026 by 3:00 PM (Arizona Time)
*RFP Submittal Due Date	October 15, 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.**

Request for Proposals

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Public Record Notice

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

Please note that MGAA’s Procurement Policy requires:

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

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

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

MGAA encourages all Offerors to review this policy in its entirety prior to submitting a proposal.



SITE TOUR AND REGISTRATION

Attendance at the Pre-Submittal Meeting and Site Tour is mandatory. Failure to attend both shall render the Offeror ineligible for consideration.

The purpose of the meeting and site tour is to provide Offerors with an opportunity to review the project requirements, inspect the areas in which the work will be performed, observe existing conditions, and become familiar with the operational, security, access, scheduling, and other site constraints that may affect performance of the Work.

Registration in advance is required as follows:

1. Registration is required.
2. The site tour is limited to two (2) representatives per Offeror, unless otherwise approved by the Procurement Officer. There is no limit on attendance for the pre-submittal meeting.
3. To register, email mwhilden@gatewayairport.com no later than 5:00 p.m. (Arizona Time) on September 28, 2026.
4. MGAA will confirm each registration by email.
5. The Site Tour will depart immediately following the Pre-Submittal Meeting from the MGAA Administration Office.
6. Late arrivals may not be accommodated.
7. Oral statements made during the Site Tour are not binding. Any interpretation, clarification, correction, or modification to this RFP will be made only through a written Addendum issued by MGAA.

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.gatewayairport.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. Failure to acknowledge Addenda may render the Proposal non-responsive. Any Addenda issued by MGAA will become a part of the RFP. Offeror shall acknowledge receipt of each addendum by completing Attachment H and returning the document, as part of the Offeror's submittal under this RFP.
3. **Familiarization with Requirements.** It is the Offeror's responsibility to examine the entire solicitation package and seek clarification of any requirement or Agreement term that may not be clear and to check all responses for accuracy before submitting a response. Negligence in preparing a submittal confers no right of withdrawal after the due date and time. All submissions must comply with applicable MGAA rules, regulations, and policies.
4. **Cost of Submittal Preparation.** MGAA shall not reimburse the cost of developing, presenting, or providing any response to this solicitation. Bids, proposals, and/or statements of qualifications submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
5. **Inquiries.**
 - a. **Contact Person.** Any inquiry related to a solicitation, including any requests for or inquiries regarding standards referenced in the solicitation, should be directed to the staff member listed on the cover page of the solicitation. The Offeror shall not contact or direct inquiries concerning this solicitation to any other MGAA employee unless the solicitation specifically identifies additional person(s) as a contact.
 - b. **Submission of Inquiries.** All inquiries shall be submitted 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 RFP 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 proposals submitted shall remain valid and irrevocable for one hundred (100) days after the opening time and date of proposals.
7. **Solicitation Results.** Results are not provided in response to telephone inquiries. A list of Offerors that submitted a proposal 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 / 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 / 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 provisions are written into the Special Provisions and Specifications (Section Two), which are in conflict with conditions stated in these Instructions to Offerors, the provisions stated in the 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 with any MGAA Board of Directors, and/or MGAA staff or representatives may be cause for rejection of proposals.
- 12. **Cancellation of RFP.** MGAA may cancel this RFP 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 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

B. PROPOSAL PREPARATION AND SUBMITTAL

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



- d. Withdrawal of Proposal. RFP submittals may be withdrawn at any time prior to the specified due date and time. An Offeror (or authorized representative) may withdraw the response by notifying the designated contact for this solicitation in writing on company letterhead. Facsimiles or other electronic withdrawals shall not be considered.

After the proposal due date and time, proposals may not be withdrawn except with the prior written consent of the Procurement Officer, which may be granted only in cases of demonstrated hardship, material mistake, or other good cause as determined in the sole discretion of MGAA.

Unauthorized withdrawal of a proposal after the due date may result in disqualification from the current procurement, if resolicited, and may affect the Offeror's eligibility for future solicitations issued by MGAA.

3. **RFP Evaluation.**

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

4. **Award of Agreement.**

- a. Rights of MGAA. MGAA reserves the right to award to whichever Offeror(s) is deemed most advantageous to MGAA. MGAA may reject any or all submittals, waive any minor informality or irregularity in submittals received, reject any alternate submittals, and reserve the right to reject the submittal(s) of any Offeror who has previously failed to perform competently in any contract with MGAA.
- b. Selection. The agreement shall be awarded using the criteria outlined in Section Two.
- c. Notification. Prior to contract award, the selected successful Offeror(s) will be notified of their apparent selection for contract award.
- d. Agreement Execution. The selected Offeror(s) must sign MGAA's Construction Services Agreement for the equipment and services outlined in this RFP (see Exhibit 3). If the agreement is not signed within 30 days of the Notice of Intent to Award, MGAA reserves the right to cancel the award and begin negotiations with the next highest-ranked Offeror(s). If the agreement is not signed with the next highest-ranked Offeror(s) within 30 days of MGAA's Notice of Intent to Award, MGAA may continue offering the award to the next-ranked Offeror(s) until an agreement is signed or MGAA cancels the solicitation.



Section Two – Special Provisions and Specifications

A. PROJECT DESCRIPTION

The Mesa Gateway Airport Authority (MGAA) seeks a qualified contractor to provide all labor, materials, equipment, supervision, and incidentals necessary to remove seven (7) existing water source heat pump (WSHP) units and furnish, install, and commission seven (7) WSHP units located within the Airport Terminal Building, including units serving passenger screening areas.

MGAA has established the minimum performance, capacity, dimensional, electrical, and other requirements for the replacement HVAC equipment in Exhibit 1. The Offeror shall furnish and install new Trane or ClimateMaster water source heat pump (WSHP) units that meet or exceed all requirements specified in Exhibit 1. The Offeror shall identify the manufacturer and model of the proposed replacement equipment in its Proposal.

B. OFFEROR'S MINIMUM REQUIREMENTS

1. Offeror shall be an authorized dealer, distributor, installer, or service provider for the manufacturer of the HVAC equipment proposed by the Offeror, or shall provide documentation demonstrating that the proposed installer is authorized by the manufacturer to install and service the proposed equipment and maintain the manufacturer's warranty.
2. Offeror shall have a minimum of seven (7) years of experience, within the past ten (10) years, providing installation, maintenance, repair, and replacement services for commercial HVAC systems, including water source heat pump (WSHP) systems or similar equipment, of comparable size and complexity to those included in this solicitation.
3. Ability to provide performance and payment bonds in accordance with the Contract Documents
4. Offeror shall hold and maintain a valid Arizona Registrar of Contractors C-39 Air Conditioning and Refrigeration contractor's license, or other Arizona contractor license classification authorized by the Arizona Registrar of Contractors to perform all work required under this solicitation, throughout the term of the resulting Contract.
5. Offeror must attend the mandatory Pre-Submittal Meeting and Site Tour in accordance with the requirements set forth in Section Two, C, Mandatory Pre-Submittal Meeting and Site Tour. Failure to attend shall render the Offeror ineligible for consideration.
6. Ability to obtain required Airport Security badges for personnel requiring access to secured areas – See Exhibit 2 for badging instructions and costs

C. MANDATORY PRE-SUBMITTAL MEETING AND SITE TOUR

1. A **mandatory Pre-Submittal Meeting and Site Tour** will be conducted on the date, time, and location identified in this solicitation. The purpose of the meeting and site tour is to provide Offerors with an opportunity to review and become familiar with the project requirements, inspect the areas in which the work will be performed, observe existing conditions, and become familiar with the operational, security, access, scheduling, and other site constraints that may affect performance of the Work.
2. Attendance at both the Pre-Submittal Meeting and Site Tour is **mandatory**. An Offeror must have at least one authorized representative attend the entire meeting and site tour in order for its Proposal to be considered responsive.
3. Offerors are responsible for verifying existing field conditions necessary to develop their Proposal, including equipment dimensions, access clearances, connection locations, electrical requirements, duct connections, piping connections, and other conditions necessary to ensure the proposed replacement equipment can be properly installed and commissioned. Offerors shall use the mandatory site visit to inspect and verify existing conditions and determine whether their proposed equipment can be accommodated within the existing installation conditions.
4. Due to Airport security requirements, Offerors shall comply with all access, identification, badging, escort, and other security requirements established by MGAA for participation in the site tour. Additional information regarding site access will be provided at the Pre-Submittal Meeting.



5. Information provided during the Pre-Submittal Meeting and Site Tour that materially modifies or clarifies the Solicitation will be issued to all prospective Offerors by written addendum. Offerors shall not rely upon oral statements made during the meeting or site tour unless subsequently incorporated into a written addendum.
6. Registration for the Pre-Submittal Meeting and Site Tour is required (see page 4 of the RFP)

D. EQUIPMENT SPECIFICATIONS

1. The existing HVAC units are Trane Model EXHE0604. MGAA is not requiring replacement units to be the same manufacturer or model as the existing equipment.
2. Replacement equipment shall be manufactured by Trane or ClimateMaster and shall meet or exceed all minimum requirements specified in Exhibit 1, including applicable capacity, dimensions, electrical characteristics, connections, controls compatibility, performance, and other specified requirements.
3. The Offeror shall identify the manufacturer and exact model number of each proposed replacement unit in its Proposal and shall provide the manufacturer's product data and technical information required under the Submittal Requirements.
4. MGAA will review proposed equipment for compliance with Exhibit 1. Equipment that does not meet the minimum requirements specified in Exhibit 1 may be determined non-responsive and removed from further consideration.
5. Substitutions will not be considered after proposal submission except in the event the specified equipment becomes unavailable due to circumstances beyond the Offeror's control and only upon prior written approval by MGAA.

E. EQUIPMENT SUPPORT REQUIREMENTS

The Offeror shall:

1. Furnish all manufacturer's warranties.
2. Provide a minimum one-year warranty on workmanship.
3. Provide all documentation necessary to demonstrate compliance with the manufacturer's warranty requirements.
4. Provide documentation that the proposed equipment is currently manufactured and supported by the manufacturer.
5. Provide local warranty service and replacement parts during the warranty period.

F. SCOPE OF WORK

1. Offeror shall provide all labor, supervision, materials, equipment, tools, transportation, permits, testing, startup, commissioning, disposal, and incidentals necessary to complete the Project in accordance with the RFP.
2. The Work includes removal of existing equipment, installation of new water source heat pump (WSHP) units, reconnection of associated systems, startup, testing, commissioning, and restoration of affected areas. Due to operational requirements, the work shall be performed in a phased manner with each replacement unit fully operational prior to beginning replacement of the next unit.
3. Existing units are Trane Model EXHE0604. Replacement units shall be new Trane or ClimateMaster water source heat pump (WSHP) units that meet or exceed all minimum requirements specified in Exhibit 1.
4. At a minimum, the Offeror's responsibilities shall include, but not be limited to, the following:
 - a. Protect existing building finishes, furnishings, Airport equipment, and TSA equipment from damage, dust, moisture, vibration, and debris throughout construction.
 - b. Furnish and install seven (7) new five-ton water source heat pump (WSHP) units.



- c. Disconnect and reconnect all electrical power, controls, ductwork (supply and return), condensate piping, condenser water piping, duct smoke detectors, building management systems (Alerton controls), and all other mechanical and electrical components necessary for complete installation and operation of each replacement unit.
- d. Furnish and install new supply and return hose kits for each unit.
- e. Install new air filters in each replacement unit.
- f. Remove existing equipment from the site and dispose of it in accordance with all applicable laws and regulations unless otherwise directed by MGAA. Equipment designated for retention shall be delivered to a location identified by MGAA.
- g. Provide all rigging, lifting equipment, temporary supports, and protection necessary to safely perform the work.
- h. Patch, repair, and restore all building finishes, ceiling systems, insulation, penetrations, and other building components disturbed during construction so the completed work matches existing conditions.
- i. The proposed replacement equipment shall comply with the minimum requirements identified in Exhibit 1 and may differ in dimensions or configuration from the existing Trane equipment. The Offeror shall determine whether the proposed equipment can be accommodated within the existing installation conditions and shall include in its Proposal all labor, materials, equipment, modifications, adapters, transitions, supports, or other work necessary to accommodate the proposed equipment based on existing conditions. Any such modifications required to accommodate the proposed equipment shall be included in the Offeror's Proposal and performed at no additional cost to MGAA.
- j. Perform equipment startup and commissioning in accordance with the manufacturer's written requirements.
- k. The Offeror shall complete project-specific installation and startup checklists for each replacement unit. Startup shall be performed by a technician qualified by the equipment manufacturer and shall not begin until installation checks are complete. Recorded results shall include, as applicable, equipment identification, filter and coil condition, electrical voltage and current, rotation, refrigerant checks, entering and leaving water temperatures and pressures, condensate operation, airflow, supply and return air temperatures, safeties, alarms, setpoints, control commands, proof of operation, and unresolved exceptions. Generic forms signed without recorded measurements or results will not satisfy this requirement.
- l. Verify proper motor rotation, refrigerant charge, airflow, supply and return air temperatures, controls, safety devices, and duct smoke detector operation.
- m. Verify that each replacement unit is properly integrated with the existing Alerton building management/control system and that all applicable control functions, alarms, monitoring points, and sequences of operation are operational following installation.
- n. Controls Integration. The replacement equipment shall be compatible with MGAA's existing Alerton controls system and applicable existing system architecture. Controls compatibility means more than the ability to connect. The completed installation shall preserve or improve MGAA's existing operational capability and shall provide verified command, status, temperature, setpoint, mode, schedule, alarm, safety, and trend functions required by the approved sequence and available system architecture.
- o. Correct any deficiencies identified during startup, testing, or commissioning at no additional cost to MGAA.
- p. Demonstrate proper operation of each replacement unit to MGAA prior to final acceptance.
- q. The Offeror shall respond to each commissioning issue in the format and timeframe established by MGAA.. Responses shall identify the responsible party, proposed corrective action, planned completion date, completed correction, and evidence of resolution. Failed or incomplete tests shall be corrected and retested at no additional cost to MGAA. An issue is closed only after MGAA verifies the corrective action or accepts the disposition in writing.
- r. Provide manufacturer's operation and maintenance manuals, startup reports, warranty documentation, and any recommended preventive maintenance requirements upon project completion.



5. Construction Sequencing and Operational Requirements

- a. The Project will be performed within an active commercial airport terminal that operates continuously. Maintaining uninterrupted terminal operations is critical.
- b. All work shall be performed during nighttime work windows, Monday through Friday, only. Daily work hours, if available, will be established by MGAA based on airline schedules, passenger activity, TSA activity, and other operational requirements. The available work window may vary from night to night and may be limited. The anticipated average available work window is approximately six (6) to seven (7) hours per night; however, this is provided for planning purposes only and is not a guaranteed number of work hours. The Offeror shall plan, schedule, and staff the Project to accommodate varying work windows and shall complete the Work within the approved work periods.
- c. The Offeror shall sequence the work to minimize disruption to Airport operations. Only one existing WSHP unit may be removed from service at a time. Each replacement unit shall be fully installed, tested, commissioned, and operational before removal of the next unit unless otherwise approved in writing by MGAA.
- d. The Offeror shall maintain continuous operation of the Airport Terminal throughout construction. Planned outages or interruptions to HVAC systems, electrical systems, controls, or other building systems shall not occur without prior written approval from MGAA. The Offeror shall coordinate all work to avoid impacts to terminal operations, airline activities, tenants, TSA operations, and the traveling public.
- e. Before the next existing unit is removed from service, the current replacement unit shall pass a documented readiness list approved by MGAA. At a minimum, installation and startup checklists shall be complete; controls and safeties shall be operational; required air and water measurements shall be recorded; critical deficiencies shall be corrected; the unit shall operate through available modes; affected finishes and life-safety interfaces shall be restored; and MGAA shall receive the evidence needed to authorize progression. Authorization to proceed does not constitute final acceptance or waive remaining commissioning requirements.
- f. At the conclusion of each work shift, the work area shall be restored to a safe, secure, clean, and fully operational condition for normal Airport operations the following day and will require an inspection from Airport staff prior to leaving the site.
- g. The Offeror shall designate an on-site Project Superintendent who shall be present during all work activities and shall have authority to make decisions on behalf of the Offeror. The proposed superintendent shall be assigned to this project for the duration of the work and may only be changed upon written approval by MGAA.

6. Security and Coordination

- a. The Project includes work in both public and secured areas of the Airport Terminal.
- b. The Offeror shall attend a preconstruction meeting and participate in coordination meetings as required throughout the Project.
- c. The Offeror shall comply with all Airport security and badging requirements. Personnel requiring access to secured areas shall obtain the appropriate Airport security badge prior to performing work in those areas. The Offeror shall coordinate badging with MGAA and allow sufficient time for all required background checks, training, and badge issuance. At least one individual assigned to the Project by the Contractor shall possess escort privileges. All badging requirements, instructions, and costs are included in Exhibit 2.
- d. MGAA will coordinate with TSA regarding equipment shutdowns and identify equipment that may be relocated by TSA personnel. Any Airport or TSA equipment remaining in place shall be adequately protected by the Offeror throughout construction.

7. Subcontracting Requirements

- a. The Offeror shall perform the substantial majority of the work with its own forces. Any subcontracting shall be identified in Offeror's proposal (see Submittal Tab E).
- b. The Offeror shall identify all proposed subcontractors, suppliers, and specialty contractors in its Proposal. No subcontractor or supplier identified after award shall perform any portion of the Work without prior written approval from MGAA.



- c. MGAA reserves the right to review and approve or reject any proposed subcontractor based on qualifications, experience, safety record, security requirements, or other factors deemed relevant by MGAA.
- d. The Offeror shall remain fully responsible for the performance of all subcontractors, suppliers, and lower-tier contractors approved by MGAA.

8. Dust, Noise, and Environmental Controls

The Offeror shall implement appropriate measures to minimize impacts to Airport operations and the traveling public. At a minimum, the Offeror shall:

- a. Install temporary dust containment barriers and coverings necessary to prevent the migration of dust and debris into occupied areas.
- b. Protect HVAC openings and sensitive equipment from dust contamination during demolition and installation activities.
- c. Limit noise, vibration, odors, and other construction impacts to the greatest extent practicable.
- d. Coordinate particularly noisy work activities with MGAA in advance and perform such work only during approved work periods.
- e. Immediately clean any dust or debris that migrates outside the designated work area.

9. Utility Shutdowns

- a. Any shutdown or interruption of electrical service, HVAC systems, fire alarm systems, duct smoke detectors, controls, communications systems, or other building utilities shall require prior coordination with and written approval from MGAA.
- b. The Offeror shall submit a planned shutdown request no later than 48 hours in advance of the proposed work to allow MGAA to coordinate with Airport operations, tenants, airlines, and TSA.
- c. Unauthorized outages will not be permitted.

10. Housekeeping

- a. The Offeror shall maintain a clean and orderly work site throughout the Project.
- b. At the end of each work shift, the Offeror shall remove all debris, tools, equipment, unused materials, and temporary protection that is not required to remain in place.
- c. The work area shall be cleaned and restored to a condition acceptable to MGAA before leaving the site upon completion of work by the Contractor each day.
- d. MGAA will inspect the work area prior to reopening the affected area for normal operations.

11. Closeout Requirements

Prior to final acceptance, the Offeror shall provide:

- a. Equipment startup and commissioning reports.
- b. Manufacturer warranties and Offeror workmanship warranty documentation.
- c. Operation and maintenance manuals.
- d. Product data for installed equipment and components.
- e. As-built documentation identifying any field modifications from the Contract Documents.
- f. Training shall be required and coordinated with MGAA before final acceptance. The Offeror shall submit an agenda and training materials in advance and shall provide qualified instructors and demonstrations using the installed systems. Final acceptance requires completed deliverables, successful required testing, correction of all critical and major deficiencies, and written MGAA acceptance of any remaining minor items with responsible parties and completion dates.

G. SUBMITTAL INFORMATION AND REQUIREMENTS

- 1. Offerors interested in responding to this solicitation should submit a Proposal to address the RFP criteria as specified. In addition, the following requirements apply:
 - a. Submit four (4) copies of the Proposal.
 - b. Submit (1) complete electronic copy of the Proposal and all attachments on a flash drive.



- c. Submit the Proposal in a sealed envelope with the solicitation number and the Offeror's name and address clearly indicated on the envelope.
 - d. Organize the Proposal into the sections listed below. Each section should be delineated by a divider with a tab labeled appropriately.
 - e. Proposals should be sturdily bound.
 - f. All sheets should be letter size (8½"×11") and must have a page number.
 - g. The Proposal may not exceed thirty-five (35) single-sided pages, excluding the documents identified in Paragraph 4 below. Pages having photos, charts, and/or graphs that provide additional evaluation information will be counted towards the maximum number of pages.
 - h. Proposal shall be typewritten and signed where required.
 - i. Font size shall be no smaller than 11pt.
 - j. **Late Submittals will not be accepted.**
2. Failure to include all information requested may cause such incomplete Proposals to be rejected and not be evaluated or considered in the selection process.
 3. Information included within the Proposal may be used to evaluate your firm as part of any criteria, regardless of where that information is found within the Proposal. Information obtained from the Proposal and information from any other relevant source may be used in the evaluation and selection process.
 4. The following information is not included in the page limit:
 - a. Proposal Cover Sheet
 - b. Tabs
 - c. Table of Contents
 - d. General Information under Tab C
 - e. Attachments A through H

H. SUBMITTAL

1. Please submit only the Submittal Section. Do not submit a copy of the entire solicitation document. The Offeror is to submit the following:

Tab A – Attachment B, Proposal Cover Sheet

Tab B – Table of Contents (with page numbers)

Tab C - General Information (maximum of one page)

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

Tab D - Relevant Firm Experience

1. Provide three (3) to five (5) projects completed as the prime contractor within the past five (5) years that are similar in size, scope, and complexity. Projects should demonstrate experience performing HVAC replacement work involving one or more of the following:
 - a. Secured or restricted-access facilities
 - b. Occupied facilities
 - c. After-hours or night work



- d. Facilities requiring continuous operations
- e. Projects requiring extensive coordination to minimize operational disruptions
2. For each project, provide:
 - a. Owner name
 - b. Project location
 - c. Brief project description
 - d. Contract value
 - e. Contract start and end dates
 - f. Scope of HVAC work performed
 - g. Description of any operational or security constraints encountered and how they were successfully managed
3. Provide the location of your service office
4. List the number of HVAC technicians
5. Describe Offeror's availability for warranty service
6. Provide Offeror's average response time for warranty calls
7. Identify a Contractor Commissioning Coordinator who has at least five years of experience coordinating commissioning, startup, controls integration, and functional testing for commercial HVAC projects. Offeror shall also identify the proposed manufacturer's authorized startup technician, the qualified Alerton controls technician or controls subcontractor, and the testing and balancing provider, if applicable. Resumes, certifications, relevant project experience, responsibilities, and availability shall be included in the Proposal. One individual may fulfill more than one role only when the Proposal demonstrates the required qualifications for each role.

Tab E - Project Approach & Work Plan

1. Submit a narrative describing your overall approach to successfully completing the HVAC replacement project. The narrative should demonstrate the Offeror's understanding of the project requirements and ability to perform the work with minimal disruption to airport operations.
2. At a minimum, the narrative should address:
 - a. Overall project management of the project
 - b. Approach to performing work within public, secured, and TSA-controlled areas, including security coordination and restricted access requirements
 - c. Night work procedures and methods for minimizing operational impacts
 - d. Material delivery, equipment staging, and site logistics
 - e. Protection of existing facilities and surrounding operations
 - f. Communication and coordination with MGAA staff and other stakeholders
 - g. Equipment procurement strategy, including lead times and delivery coordination
 - h. Testing, startup, commissioning, and system turnover
 - i. Risk identification and contingency plans for unforeseen conditions, schedule impacts, or equipment delays
 - j. Strategy for maintaining uninterrupted terminal operations throughout the Project, including procedures for ensuring each replacement unit is operational before the next unit is removed from service.
3. Identify all proposed subcontractors, suppliers, and specialty contractors that will be utilized for completion of the Project. For each proposed subcontractor, provide the company name, scope of work to be performed, relevant experience, and the reason the subcontractor is required. If no subcontractors are proposed, state that the Offeror intends to perform the Work with its own forces.

Tab F – Schedule, Coordination and Equipment Delivery

1. Describe the Offeror's proposed approach to scheduling and coordinating all phases of the Work. The proposed schedule shall demonstrate a realistic understanding of the Work, the nighttime work restrictions, equipment procurement and delivery requirements, and the Offeror's ability to complete the Project efficiently while minimizing impacts to airport operations. The Offeror shall account for required



security badging and access procedures and the varying nighttime work windows in its proposed project schedule. Include the following:

- a. Estimated equipment procurement and delivery timelines;
- b. Proposed installation sequence including the anticipated number of nighttime work windows required for each replacement unit;
- c. Proposed approach for performing the Work within the available Monday through Friday nighttime work windows, including anticipated crew size and staffing approach;
- d. Proposed approach for coordinating and accommodating varying nighttime work windows;
- e. Any anticipated shutdowns or interruptions, including the anticipated duration and measures to minimize the duration and operational impact;
- f. Commissioning, testing, and final completion activities;
- g. Identification of critical path activities that may impact the overall Project schedule and the Offeror's approach to managing those activities; and
- h. Proposed total calendar duration to complete the Project, including procurement, installation, testing, commissioning, and final completion.

MGAA will evaluate the Offeror's ability to complete the Scope of Work within a reasonable overall duration while accommodating the available nighttime work windows.

Tab G – Equipment Submittals and Technical Information

1. Manufacturer and exact model number of each proposed HVAC unit.
2. Manufacturer's product data sheets and technical literature for each proposed HVAC unit, sufficient to demonstrate compliance with the minimum requirements specified in Exhibit 1.
3. Identify required native controls, interface devices, communication protocols, point mappings, programming, graphics revisions, and licenses. Proprietary restrictions or recurring fees that affect MGAA's normal operation, service, data access, trending, or future modification shall be disclosed in Offeror's Proposal.
4. Manufacturer's warranty information for proposed equipment.
5. Documentation demonstrating the Offeror is an authorized installer/service provider for the proposed manufacturer, or documentation demonstrating how the proposed installation will satisfy the manufacturer's warranty requirements.

Tab H – Price Proposal

1. Offeror shall submit a completed Price Proposal on the form provided by MGAA (**Attachment A**). The Price Proposal shall include all labor, materials, equipment, supervision, permits, testing, commissioning, overhead, profit, insurance, bonds, and all other costs necessary to complete the Scope of Work in accordance with the solicitation documents.

Tab I – Other / Administrative & Legal

1. Within the past five (5) years, list and describe:
 - a. Any litigation, arbitration, and/or claims filed by your firm against any project owner as a result of a contract dispute
 - b. Any claim filed against your firm
 - c. Termination from a project
2. Complete the top portion of Attachment I, Project Reference Questionnaire, for three (3) of the comparable projects listed under Tab D and, following the instructions on the Attachment, provide the form to the references for completion. The forms should be emailed directly to MGAA from the references, not from the Offeror. Completed forms received from an Offeror will not be accepted nor made part of an Offeror's submittal. Please note: While MGAA projects may be used as project experience, MGAA cannot provide a reference for current and past MGAA projects.



Tab J - Appendices

1. Attachment C, Project Requirements Acknowledgement
2. Attachment D, Standard Certifications
3. Attachment E, Authorization for Release of Performance Information and Waiver.
4. Attachment F, Insurance Requirements & Certificate of Insurability
5. Attachment G, Contract Acceptance & Exceptions
6. Attachment H, Addenda Acknowledgement



SUBMITTAL CHECKLIST

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

- ☐ **Tab A**, Attachment B, Proposal Cover Sheet
- ☐ **Tab B**, Table of Contents
- ☐ **Tabs C through G**
 - ☐ Requested Submittal Information
- ☐ **Tab H**
 - ☐ Attachment A, Price Proposal
- ☐ **Tab I**
 - ☐ Requested Submittal Information
- ☐ **Tab J**
 - ☐ Attachment C, Project Requirement Acknowledgement
 - ☐ Attachment D, Standard Certifications
 - ☐ Attachment E, Authorization for Release of Performance Information and Waiver
 - ☐ Attachment F, Insurance Requirements and Certificate of Insurability
 - ☐ Attachment G, Contract Acceptance & Exceptions
 - ☐ Attachment H, Addenda Acknowledgement
- ☐ Four (4) complete copies of Offeror's submittal
- ☐ One (1) electronic copy of Offeror's submittal



I. EVALUATION CRITERIA

Submittals determined to be responsive to this RFP will be evaluated using the criteria and weighting set forth below. Award will be made to the Offeror whose Proposal is determined to represent the best overall value to MGAA.

Points	Category
15	Relevant Firm Experience
30	Project Approach & Work Plan
25	Schedule, Coordination, & Equipment Delivery
25	Price Proposal
5	Other / Administrative & Legal
100	Total Score

J. SELECTION PROCESS

1. MGAA will appoint an evaluation panel to evaluate responsive Proposals using the Evaluation Criteria and weighting established in this RFP. The evaluation panel will assign scores and rank the Offerors from highest to lowest.
2. MGAA may contact references, verify information contained in a Proposal, investigate the qualifications of any Offeror, and obtain information from any available source regarding an Offeror's past performance, financial capability, or ability to successfully perform the Contract.
3. Prior to evaluation, MGAA will review each proposal for responsiveness. Proposals that fail to demonstrate compliance with the minimum equipment specifications may be determined non-responsive and removed from further consideration.
4. Following the initial evaluation, MGAA may, at its sole discretion, select the highest-ranked Offeror for award based solely upon the written Proposals and reference evaluations, without conducting interviews, requesting clarifications, or requesting Best and Final Offers.
5. Alternatively, MGAA may, at its sole discretion, establish a short list of the highest-ranked Offerors and conduct interviews, request written clarifications, request additional information, or any combination thereof. If interviews are conducted, they will be evaluated using the Evaluation Criteria contained in this RFP, and the evaluation panel may revise scores and rankings based upon the additional information received.
6. MGAA may, at its sole discretion, request Best and Final Offers (BAFOs) from all Offerors or only those Offerors included on the short list. If BAFOs are requested, the evaluation panel may re-evaluate and revise scores based upon the Evaluation Criteria and any revised information or pricing submitted in the BAFO.
7. Offerors may be evaluated using any combination of the following information:
 - a. Proposal submitted in response to this RFP;
 - b. Best and Final Offer (if requested);
 - c. Reference verification;
 - d. Interview performance (if conducted);
 - e. Clarifications or supplemental information requested by MGAA; and
 - f. Past or current performance on MGAA projects or other projects known to MGAA.



8. The Other / Administrative & Legal criterion may include reference information, the Offeror's record of performance, litigation and claims history, terminations, responsiveness to solicitation requirements, and other information relevant to the Offeror's responsibility and ability to successfully perform the Contract.
9. MGAA reserves the right to waive informalities or minor irregularities, request clarification of any Proposal, reject any or all Proposals, cancel this solicitation, or make an award in the best interest of MGAA in accordance with applicable law and MGAA's Procurement Policy.
10. Following completion of the evaluation process and approval, as applicable, MGAA will post a Notice of Intent to Award on its website.



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. **Not Used.**
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 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 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 invalid 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 the 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 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 the 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 this 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 of 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 its 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 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 subcontractors' employees who work on this Agreement to ensure the Offeror is complying with this paragraph.

36. **Availability of Project Funding.** This Agreement's approval and continuation is 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 the 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.



Attachment A

Price Proposal

Must be typed or completed in ink

Lump Sum Price

The undersigned Offeror agrees to furnish all labor, supervision, materials, equipment, tools, transportation, delivery, unloading, storage, permits, licenses, bonds, insurance, taxes, testing, startup, commissioning, warranty services, overhead, profit, and all other labor, materials, services, incidentals, and appurtenances necessary to complete the Work in strict accordance with the Request for Proposals and Contract Documents for the following Total Lump Sum Price:

Description	Amount
Base Lump Sum Price	\$ _____
Applicable Taxes (MGAA is NOT tax exempt)	\$ _____
Total Lump Sum Price	\$ _____

Written Amount: _____

Price Certification

The Offeror certifies that the Total Lump Sum Price includes all costs necessary to furnish and complete the Work in accordance with the solicitation documents, including, but not limited to:

Furnishing the specified HVAC equipment.
Delivery, unloading, storage, and protection of equipment.
Removal and lawful disposal of existing equipment.
Installation of new equipment.
Startup, testing, balancing (if applicable), commissioning, and system verification.
Warranty obligations.
All labor, supervision, materials, tools, equipment, transportation, permits, licenses, bonds, insurance, overhead, profit, warranties, and all incidental costs necessary to provide a complete and operational HVAC system.
All applicable federal, state, county, and local taxes.

MGAA is not exempt from Arizona Transaction Privilege Tax (TPT) or other applicable taxes. The Offeror shall include all applicable taxes in the Total Lump Sum Price. No additional compensation will be paid for taxes not included in the Proposal.

Payment

Payment shall be made in accordance with the Contract. Progress payments may be made for satisfactorily completed work upon submission of an approved Application for Payment. Payment for stored materials or long-lead equipment, if permitted, shall be subject to the terms and conditions of the Contract and MGAA's prior written approval.



Attachment A (Continued)
Price Proposal

Equipment Availability/Delivery

Anticipated Delivery of proposed HVAC equipment to the project site after Notice to Proceed is:

_____ Calendar Days

Is the proposed delivery timeframe based on equipment currently in stock?

☐ Yes ☐ No

If "No," then:

Briefly explain the anticipated source of the delivery timeframe (e.g., factory production, distributor inventory, scheduled shipment).

The Offeror certifies that the stated delivery time is based upon current manufacturer and supplier information available as of the Proposal Due Date.

Exceptions / Assumptions / Clarifications of Offeror: Offeror shall identify any exceptions or assumptions affecting the proposed price. If none, state "None."

The undersigned:

1. Acknowledges that the proposed price is based on furnishing and installing the manufacturer and model of HVAC equipment identified in the Offeror's Proposal and that such equipment complies with all minimum requirements specified in Exhibit 1.
2. Acknowledges that, following submission of the Proposal, Offeror shall not change the proposed manufacturer or model of HVAC equipment without MGAA's prior written approval.
3. Agrees that this Proposal, including the Total Lump Sum Price, shall remain firm, valid, and irrevocable for a period of one hundred (100) calendar days following the Proposal Due Date established in the Request for Proposals.

By: _____
Signature

Company Name

Printed Name/Title

Date



Attachment B
Proposal Cover Sheet

**REQUEST FOR PROPOSALS
SOLICITATION #2027-003-RFP FOR
HVAC REPLACEMENT and INSTALLATION SERVICES**

Name of Offeror: _____

Principal Address: _____

Primary Point of Contact: _____

Cell/Direct Phone: _____

Email: _____

Arizona Registrar of Contractor's License No.: _____

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 RFP and any addenda issued and fully understands and accepts these terms by submission of a proposal.
- 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



Attachment C

Project Requirements Acknowledgement

The Offeror acknowledges:

- ☐ That the work will be performed within a TSA-controlled area.
- ☐ That access to the work area will be restricted and subject to MGAA security requirements.
- ☐ That work will be performed during designated nighttime hours, except as otherwise approved by MGAA.
- ☐ That maintaining airport operations is a critical project requirement.
- ☐ That Offeror attended the mandatory Pre-Submittal Meeting and Site Tour and has had the opportunity to observe the project areas and become familiar with existing conditions and the operational security, access, scheduling, and other side constraints associated with the Work.
- ☐ That its proposed price includes all labor, equipment, coordination, security requirements, and other costs necessary to perform the work under these conditions.
- ☐ That the Offeror's proposed price and schedule account for the operational, security, access, and nighttime work restrictions identified in the solicitation documents and observed during the mandatory Pre-Submittal Meeting and Site Tour, and that the Offeror shall not be entitled to additional compensation or time solely as a result of such identified or reasonably foreseeable restrictions.

By: _____
Signature

Printed Name/Title

Company Name

Date

Attachment D



Offeror shall complete this Attachment D in its entirety and submit it with its Proposal.

Failure to complete and submit this Attachment D will result in the Proposal being deemed non-responsive and removed from further consideration.

For Statements 1 and 2 below, Offeror must affirmatively certify compliance. Failure to affirmatively certify either statement will result in the Proposal being rejected and not evaluated.

1. Offeror hereby ☐ certifies ☐ does not certify

That, to the best of its knowledge, the selection of the Offeror for this engagement will not create an actual or apparent conflict of interest, and that Offeror is not aware of any circumstances that would impair its ability to perform the services impartially and independently.

2. Offeror hereby ☐ certifies ☐ does not certify

That the Offeror meets all Minimum Requirements, Equipment Specifications, and Equipment Support Requirements identified in Section Two and has proposed equipment that complies with all applicable minimum requirements in Exhibit 1.

For Statement 3 below, Offeror shall either certify compliance or disclose the requested information. MGAA reserves the right to evaluate any disclosed relationships and determine whether they present an actual or apparent conflict of interest.

3. Offeror hereby ☐ certifies ☐ does not certify

That neither the Offeror, its principals, nor any proposed team members have any known business or financial relationship with any member of the MGAA Board of Directors.

If Offeror cannot make this certification, identify all known business or financial relationships below:

By signing below, the Offeror certifies that the information contained in this Attachment D is true, correct, and complete to the best of its knowledge.

By: _____
Signature

Printed Name/Title

Company Name

Date



Attachment E

Authorization for Release of Performance Information and Waiver

The purpose of this authorization is to permit the Mesa Gateway Airport Authority ("MGAA") to obtain information regarding the Offeror's qualifications, experience, and past performance in connection with Solicitation 2027-003-RFP, HVAC Replacement and Installation Services.

By signing below, the Offeror authorizes all persons, firms, organizations, agencies, and governmental entities identified in its Proposal, as well as any other public or private entity for which the Offeror has provided HVAC Replacement and Installation Services, to furnish MGAA and its representatives with information, records, evaluations, and opinions relating to the Offeror's performance, qualifications, business practices, financial responsibility, and ability to perform the services contemplated by this solicitation.

The Offeror further authorizes MGAA to contact any references, clients, owners, agencies, sureties, financial institutions, or other sources deemed relevant by MGAA for the purpose of evaluating the Offeror's qualifications and responsibility.

The Offeror releases and holds harmless MGAA and any person or entity providing information in good faith pursuant to this authorization from any and all claims, demands, damages, or liabilities arising out of or related to the disclosure, receipt, or use of such information in connection with this solicitation.

This authorization shall remain in effect for one (1) year from the date signed below.

A photocopy, scanned copy, or electronic copy of this authorization shall be deemed as valid as the **original**.

By: _____
Signature

Printed Name/Title

Company Name

Date



Attachment F (Continued)
Insurance Requirements and Certificate of Insurability

The undersigned Offeror certifies that it has reviewed and understands the insurance requirements contained in Solicitation 2027-003-RFP, HVAC Replacement and Installation Services, including the insurance requirements outlined in the Contract Documents (Exhibit 3).

By submitting a Proposal in response to this RFP, the Offeror represents and warrants that it is capable of obtaining and maintaining the required insurance coverages, limits, endorsements, and certificates specified in the RFP and Contract Documents if selected for contract award.

The Offeror further acknowledges and agrees that, if selected for award, it shall provide evidence of the required insurance coverage within ten (10) business days following notice from MGAA, or within such other time period specified by MGAA.

Failure to provide the required insurance documentation within the prescribed time period may, at MGAA's sole discretion, result in the Offeror being deemed non-responsive or non-responsible, rejection of the Offeror for contract award, withdrawal of any conditional award, and/or award of the contract to another qualified Offeror.

By: _____
Signature

Printed Name/Title

Company Name

Date



Attachment G

Contract Acceptance and Exceptions

The undersigned Offeror certifies that it has reviewed the Contract Documents attached as Exhibit 3 to Solicitation 2027-003-RFP, HVAC Replacement and Installation Services.

The Offeror shall indicate below whether the Contract Documents are acceptable as written. If the Offeror objects to any provision of the Contract Documents, the Offeror must identify each objection with specificity, including:

- The section number and title of the provision;
- The reason for the objection, and
- The Offeror's proposed alternative language.

General statements, blanket objections, reservations of rights, or requests to discuss terms at a later date shall not be considered sufficient responses.

The Offeror acknowledges that MGAA may consider any requested exceptions, modifications, or deviations from the Contract Documents during its evaluation of the Offeror's qualifications and overall responsiveness to the solicitation requirements.

The Offeror further acknowledges that any exceptions, modifications, or deviations not identified in its Proposal submission may be deemed waived by MGAA, and. MGAA may reject any attempt to introduce such exceptions, modifications, or deviations during subsequent negotiations or after selection.

Check One Only:

- ☐ The Contract Documents are acceptable as written, and no exceptions are requested.
- ☐ The Contract Documents are acceptable except for the specific exceptions identified below and attached hereto.

By: _____
Signature

Printed Name/Title

Company Name

Date

Specific Objections:



Attachment H

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 render the Proposal non-responsive.

If no addenda were issued, Offeror shall indicate "No Addenda Issued" and include this form with its Proposal.

Offeror hereby acknowledges receipt of the following addenda issued by MGAA for solicitation 2027-003-RFP (fill in Addendum Number and Date Issued).

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

By: _____
Signature

Printed Name/Title

Company Name

Date



Attachment I

Project Reference Questionnaire

Instructions for Offeror: Complete the top section below and provide this form to each of your listed references (corresponding to those in Tab D)

Offeror Information (to be completed by the Offeror)

- Name of Offeror: _____
- Project Manager(s): _____

Instructions for the Reference: You have been identified as a reference for the firm listed above, which is under consideration for a project with **Mesa Gateway Airport**. We would appreciate your candid feedback on the firm's past performance. Please complete the questionnaire below and return it directly to **Marian Whilden, Email: mwhilden@gatewayairport.com**. **Due Date:** October 15, 2026. Thank you for your time and valuable input.

Reference Information (to be completed by the Reference)

- **Your Company/Organization:** _____
- **Project Description:** _____
- **Project Location:** _____
- **Project Start & End Dates:** _____
- **Your Name:** _____
- **Your Title/Role:** _____
- **Phone Number:** _____

Please rate the Offeror's performance in the areas below using a scale of **1 to 10**, where:

- **10 = Excellent / Exceeded Expectations**
- **5 = Acceptable / Met Expectations**
- **1 = Poor / Did Not Meet Expectations**
- Leave blank if you do not have enough information to provide a rating.

No.	Evaluation Criteria	Rating (1–10)
1	Met or exceeded your expectations overall	
2	Completed project on schedule	
3	Managed costs effectively, including minimizing unnecessary change orders	
4	Successfully coordinated the work to minimize impacts to facility operations	
5	Demonstrated the ability to resolve field issues and unforeseen conditions effectively	
6	Coordinated effectively with the Owner, occupants, subcontractors, and other stakeholders	
7	Maintained clear, responsive, and proactive communication	
8	Demonstrated professionalism, organization, and required minimal Owner oversight	
9	Would you hire this firm again for a similar project?	
10	Overall customer satisfaction	

Additional Comments:

Please provide any additional insight into the Offeror's performance, including strengths, weaknesses, or lessons learned.

Signature of Reference: _____

Date: _____



Exhibit 1

Minimum HVAC Equipment Requirements

1. EXISTING EQUIPMENT

The existing equipment consists of seven (7) Trane 5-ton water source heat pump (WSHP) units. The existing equipment is identified as follows:

- **Manufacturer:** Trane
- **Model:** EXHE0604
- **Rated Voltage:** 460 volts
- **Electrical Service:** 60 Hz, 3-phase
- **Building Controls:** Alerton
- **Existing EER:** 18.0

The existing Trane Model EXHE0604 is provided as the reference equipment for the replacement units.

2. REPLACEMENT EQUIPMENT

Replacement equipment shall meet all of the following minimum requirements:

1. **Manufacturer.** Replacement units shall be manufactured by **Trane or ClimateMaster**.
2. **Capacity.** Replacement units shall be nominal **5-ton WSHP units** and shall provide heating and cooling performance equal to or greater than the existing Trane Model EXHE0604.
3. **Performance.** Replacement units shall meet or exceed the performance and operational characteristics of the existing Trane Model EXHE0604.
4. **Energy Efficiency.** Replacement units shall have an **EER of not less than 18.0**.
5. **Physical Size.** Replacement equipment shall be suitable for installation in the existing equipment locations. The existing Trane units identified in this Exhibit are provided as the dimensional reference. Replacement units may differ in physical dimensions from the existing units, provided the proposed equipment can be properly installed within the existing spaces, and connections can be accommodated.
6. **Electrical Compatibility.** Replacement units shall be compatible with the existing electrical service serving the equipment, including the existing **460-volt, 60 Hz, 3-phase** electrical service.
7. **Controls Compatibility.** Replacement units shall be compatible with and capable of integration with the existing **Alerton building management/control system**. Offeror shall provide all equipment, interfaces, programming, configuration, and related work necessary for proper integration and operation.
8. **System Compatibility.** Replacement units shall be suitable for the existing water source HVAC system and shall be compatible with the existing system configuration and intended application.
9. **New Equipment.** All replacement units shall be new, unused equipment manufactured for the proposed application. Used, refurbished, or reconditioned equipment will not be accepted.
10. **Manufacturer Warranty.** Equipment shall include the manufacturer's standard warranty applicable to the proposed equipment. Offeror shall comply with all manufacturer requirements necessary to preserve the manufacturer's warranty.



3. REFERENCE MODEL AND SITE CONDITIONS

The existing Trane Model EXHE0604 is identified as the reference model for establishing the minimum equipment requirements. Offerors are responsible for reviewing the existing equipment and site conditions and for determining the suitability and compatibility of the proposed replacement equipment.

Offeror shall verify field conditions, equipment dimensions, clearances, connections, and other conditions necessary to ensure that the proposed equipment can be properly installed and operated in accordance with the Contract Documents.

4. EQUIPMENT COMPLIANCE

The Offeror shall propose equipment that meets or exceeds all minimum requirements identified in this Exhibit. The proposed equipment manufacturer and exact model shall be identified in the Proposal in accordance with the RFP requirements.

The Owner reserves the right to reject proposed equipment that does not meet or exceed the minimum requirements of this Exhibit.

Approval of a product submittal does not waive the Offeror's responsibility to deliver a complete, integrated, testable, and operational installation.



Exhibit 2

Security Badging Requirements

1. AIRPORT SECURITY REQUIREMENTS

All Work performed within an Airport Restricted Area, Air Operations Area, sterile area, or other controlled area shall be subject to the security, access-control, badging, escort, and identification requirements established by Mesa Gateway Airport Authority (MGAA).

Contractor shall comply with the Airport Security Program and all applicable requirements of the Transportation Security Administration, Federal Aviation Administration, and other governmental authorities having jurisdiction.

- a. **Airport Access Badges:** All Contractor and/or subcontractor personnel performing work functions in accordance with this Contract shall obtain and properly display a Mesa Gateway Airport (IWA) airport security badge. The Contractor shall submit a Security Badge Application form to the Authority security office for each employee requiring unescorted access, along with the current fee for each badge. The fee must be paid with submittal of the application. The Security Badge Application form and instructions are available via the Internet at www.gatewayairport.com.
- b. **Contractor Badging Process** – The contractor is to follow the process below to obtain badges for their staff and subcontractors.
 - Step 1 – Contractor Onboarding
 1. A contractual agreement shall be established and executed with MGAA.
 2. A sponsorship Form shall be completed by MGAA Engineering Staff sponsoring the contractor/project.
 3. A Company Security Media Authorization (CSMA) form shall be completed by the prime contractor's company principal to sponsor airport security badges. The principal may delegate up to two (2) Authorized Signatories, including themselves if they choose to do so.
 - i. If an operational need exists, subcontractors may be permitted to complete a CSMA and sponsor badges, if sponsored by the prime contractor, but all requests are reviewed on a case-by-case basis and are at MGAA's discretion.
 4. The prime contractor shall retain responsibility for all badges issued to their employees and their subcontractors, in addition to complying with the Airport Security Program.
 5. The contractor will either need to produce a credit card at the time of service for any payments or complete a credit card authorization form to place a card on file with the Badging Office. Alternative payment methods may be evaluated on a case-by-case basis and are at the discretion of MGAA.
 - Step 2 – Authorized Signatories
 1. Designated Authorized Signatories will schedule an appointment to drop off paperwork once the CSMA form has been completed with the Badging Office.
 2. Upon clearing the background process, Authorized Signatories will schedule appointment(s) to complete all required training, including, but not limited to, Authorized Signatory Training, Ramp Driver, etc.
 3. Once an Authorized Signatory is issued their badge, they may sign badge applications for their organization.
 - i. Signatories are required to comply with all audit and badge management procedures, regulations; to include an annual recurrent training.
 - Step 3 – Applicant Processing
 1. An applicant will fill out a badging application, bring their required IDs (found on the last page of the badge application), and meet with their Authorized Signatory to validate the IDs and have the signatory sign the application. Once completed, the applicant may schedule an appointment with the Badging Office to drop off their application.
 - i. NOTE: At its discretion, MGAA may facilitate bulk application drop-off based on operational need



2. Once the applicant has cleared, the Authorized Signatory will be notified that the applicant has passed the background process and is ready for training. The Badging Office will coordinate with MGAA to determine the training requirements that must be completed based upon the project type.
3. Upon completion of training, the applicant will be issued their badge.
 - i. NOTE: At its discretion, MGAA may facilitate bulk badge pick-up based on operational need
4. Badges may be renewed up to 60 days prior to their expiration date. Badge renewals shall be contingent on operational needs of a project and at the discretion of MGAA.

All Contractor and sub-Contractor personnel who are to be issued an Airport Identification Badge are required to attend and successfully complete a training class before being issued an identification 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 2 hours per person.

The types of training required will be determined by the scope and location of the work involved. All personnel who will receive Airport badges shall attend the security training. Additionally, personnel operating vehicles or equipment within the Restricted Area of the airport will attend Airport Driver training; all personnel working near active movement areas will attend the Operational Safety on Airports training, and any personnel acting as a Gate Guard/Crossing Guard will attend the Gate Guard/Crossing Guard training.

c. **Additional information**, including a “Frequently Asked Questions” document, is available via the Internet at www.gatewayairport.com or by contacting the Authority Badging Office at 480.988.7522 or via email to badgingoffice@gatewayairport.com

1. The Badging Office is located at 5803 S. Sossaman Rd., Mesa, AZ 85212.
2. The Contractor should allow forty-five (45) business days' lead time for employee badges to be issued.
3. The Contractor shall immediately notify Airport Operations/Badging Office of any Contractor personnel whose employment status has changed.
4. The Contractor shall be responsible for retrieving all security badges and keys and returning them to the Badging Office. A fee will be charged for each badge that is damaged, lost, or not returned.
5. The Authority Badging Office will require the following from each badge applicant before a security badge is issued:
 - Security Badge Application - All employees are required to complete a security badge application form. The security badge application is available via the Internet at www.gatewayairport.com.
 - Contractor-Provided Escorts - The project manager, supervisor, or lead of the Contractor will be responsible for escorting their non-badged employees, visitors, vendors, subcontractors, and material suppliers while on the job site, ensuring that no breaches of the Airport security program occur.
 - Company Security Media Authorization - A Principal of the Contractor is required to complete and submit to the Authority Badging Office this form, which identifies authorized signatories for the Contractor.

For current badging hours or any other questions pertaining to badging, please call the Badging Office at 480.988.7522.

- d. Airport security badges are issued by the Authority Airport Operations and will be required when working within the Restricted Area. It is recommended that Supervisors or Leads be issued an airport security badge so that they can provide the required escort for their work crew.
 1. Airport ID badges issued by the Airport are property of the Airport and must be surrendered upon the request of any Airport personnel.
 2. No person shall loan or provide airport ID badges to anyone other than to whom the badge was issued.
 3. Airport ID badges must be properly displayed on the outermost garment, above the waist, at all times while within the Restricted Area.



4. Airport ID badges shall not be mutilated or altered from their original form in any way, nor shall any such media be reproduced or copied in such a manner as to degrade the security of the ID system.
 5. Airport ID badges are non-transferable.
 6. Damaged badges will be subject to a replacement fee.
 7. Contractors are required to wear the armband that accompanies the badge.
 8. The Contractor shall be assessed a fee for each lost/unreturned badge.
 9. The Contractor must immediately report to the Badging Office any lost badge or any employee who quits or is terminated, and the employee's badge must be returned to the Authority.
- e. Access Control.** Any time access is required within the Restricted Areas, the Contractor shall be responsible for ensuring that no breaches of airport security occur.
1. No person shall enter the Contractor's worksite without authorization. Any person found within the worksite without proper identification as described herein shall be considered unauthorized and shall be removed from the worksite.
 2. All persons authorized access to the worksite shall display a valid Airport ID badge issued by the Authority or be under authorized escort.
 3. Persons authorized to provide escorts include the Authority staff and designated Contractor supervisors. The number of personnel being escorted shall not exceed ten (10) non-badged personnel; this includes vendors, subcontractors, visitors, and part-time workers. Equipment Operators are not allowed to provide an escort while operating equipment. Failure to provide an escort can result in loss of escort privileges, fines, revocation of the security badge, or all three.
- f. Challenge Procedures.** All personnel are responsible for challenging and reporting anyone in their work areas not displaying an Airport ID badge. Personnel shall contact Airport Operations and/or Mesa Police Department and detain person(s) if safe to do so.

2. AIRPORT SAFETY REQUIREMENTS

a. Daily Site Inspections

Prior to the Contractor leaving the worksite for the day, an inspection of the site shall be completed. All discrepancies noted in the inspection must be corrected to the satisfaction of the Engineer prior to the Contractor leaving the worksite.

b. Deliveries

All deliveries for the Contractor shall be received by the Contractor. Deliveries will not be accepted by anyone other than the Contractor. The Authority or its authorized representatives will not accept or be responsible for deliveries.

c. Staging & Storage Area

All Contractor materials, equipment, and supplies shall be within the Contractor's designated staging & storage area. All staging & storage areas shall be marked, debris boxes covered, and the area kept neat and clean of debris.

d. Weapons

No person, except a peace officer, authorized air carrier employee, airport employee or a member of an armed force of the United States on official duty, shall carry any weapon, explosive, or inflammable material on or about his person, openly or concealed, in the Restricted Area of the airport without the written permission of the Airport Director, Deputy Director or Director of Operations and Maintenance. No person shall furnish, give, sell, or trade a weapon on airport property.



3. SCHEDULE OF FINES

Due to both the safety and security precautions necessary at the airport, failure of the Contractor to adhere to the prescribed requirements/regulations has consequences that may jeopardize the health, welfare, and lives of the customers and employees at the airport, as well as the Contractor's own employees. Therefore, if the Contractor is found to be in non-compliance with the security, airfield badging/licensing, and airfield safety requirements by either MGAA's personnel or representatives, MGAA may issue a Notice of Violation (NOV). The Contractor may appeal the NOV; however, appeals must be made in writing and within four (4) calendar days of the offending incident to the Authority Project Representative. The appeal shall state, in sufficient detail, why the NOV/circumstances are unwarranted. A final and binding decision on the appeal will be made by Airport Operations within ten (10) working days of receipt of the appeal. The Contractor will then be notified of this decision in writing. No further appeals to the specific NOV will be considered/accepted. Subsequent fines and/or requirements, if any, will be applied in accordance with the Schedule of Fines table, and the applicable amount will be withheld from the Contractor's monthly payment application following the date of the violation. The Prime Contractor shall be held financially responsible for all NOV's issued to their subcontractors, lower-tier subcontractors, or material suppliers associated with this Contract.

<i>Description of Fines:</i>	<i>1st Offense</i>	<i>2nd Offense</i>	<i>3rd Offense</i>
Parking in unauthorized areas.	\$1,000	\$2,500	\$5,000
Not having a proper and current Airport Security Badge or not properly displaying an Airport Security Badge.	\$1,000	\$5,000	\$15,000
Unauthorized access to the AOA by construction personnel or access through the construction gate by unauthorized personnel.	\$1,000	\$5,000	\$15,000
Failure to Escort/be Escorted.	\$1,000	\$5,000	\$15,000
Failure to secure an access gate/door when not in use, or failure to wait for an automated gate/door to close.	\$5,000	\$10,000	\$15,000
Operating a vehicle or mobile construction equipment without a current Ramp Driver's permit.	\$1,000	\$5,000	\$15,000
Failure to stop at a designated Stop, exceeding the maximum speed limit, or deviating from designated service roadway or haul routes.	\$2,500	\$5,000	\$15,000
Failure to yield to airside personnel or vehicles.	\$1,000	\$5,000	\$15,000
Failure to yield to an aircraft and/or causing an aircraft to deviate from its intended course.	\$5,000	\$10,000	\$15,000
No logo on the vehicle, or the logo is not correct in name and dimensions.	\$1,000	\$5,000	\$15,000
Runway incursion.	\$15,000	\$20,000	\$25,000
Runway/Taxiway deviation of an active taxiway or apron.	\$10,000	\$15,000	\$20,000
Safety violations, such as insufficient barricades, or no flags or amber beacons on vehicles or equipment. Or no red obstruction lighting on cement silo, batch plants, cranes, or other equipment with significant height.	\$5,000	\$10,000	\$15,000
Non-compliance with the Authority's lock-out tag-out procedures.	\$5,000	\$10,000	\$15,000
Failure to backfill open trenches within the time specified.	\$5,000	\$10,000	\$15,000
Failure to provide lighted barricades.	\$5,000	\$10,000	\$15,000
Failure to provide functional temporary edge lighting.	\$5,000	\$10,000	\$15,000
All other NOV's not listed in this Table.	\$1,000	\$5,000	\$15,000



Exhibit 3

Contract Documents

The Contract Documents identified below are available for download on the Mesa Gateway Airport Authority website under this solicitation, where the RFP is posted (<https://www.gatewayairport.com/procurement/solicitations>).

Offerors are responsible for downloading, reviewing, and becoming familiar with all Contract Documents prior to submitting a Proposal. As part of their Proposal, Offerors shall state whether they agree to the Contract Documents as presented or identify any objections, exceptions, or requested modifications (See Attachment G).

- 1. Division I – Agreement Documents**
- 2. Division II – General Conditions to the Construction Contract**
- 3. Division III - Federal Contract Provisions**



THESE RECORD DRAWINGS (OR AS BUILT PLANS) HAVE BEEN PREPARED TO DOCUMENT CHANGES MADE DURING THE CONSTRUCTION PROCESS. THE INFORMATION USED TO RECORD THESE CHANGES HAS BEEN PROVIDED BY OTHERS AND HAS NOT BEEN VERIFIED BY THE DESIGN PROFESSIONAL FOR ACCURACY OR COMPLETENESS. THE DESIGN PROFESSIONAL'S RESPONSIBILITIES ARE SUBJECT TO THE REQUIREMENTS AND LIMITATIONS OF A.R.S. §32-152.4.2 AND 4.3. AND AS SUCH, THE DESIGN PROFESSIONAL SHALL NOT BE LIABLE FOR ANY ERRORS OR OMISSIONS THAT MAY BE INCORPORATED HEREIN AS A RESULT OF INFORMATION PROVIDED BY OTHERS.

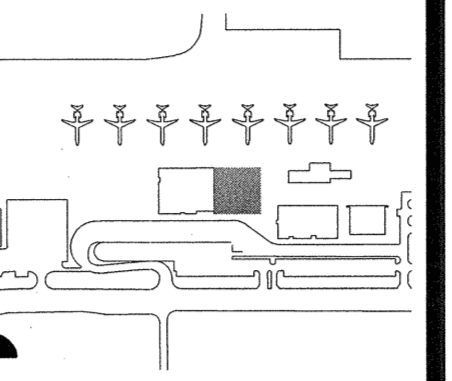
LSW Engineers
ARIZONA, INCORPORATED
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Project No. 2008-079.003
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PHOENIX-MESA GATEWAY AIRPORT
WEST TERMINAL EXPANSION
PHASE 2
6033-1 & 6033-2 SOUTH SOSSAMAN ROAD
MESA, ARIZONA 85212



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SHEET: OF

TITLE: PARTIAL WEST
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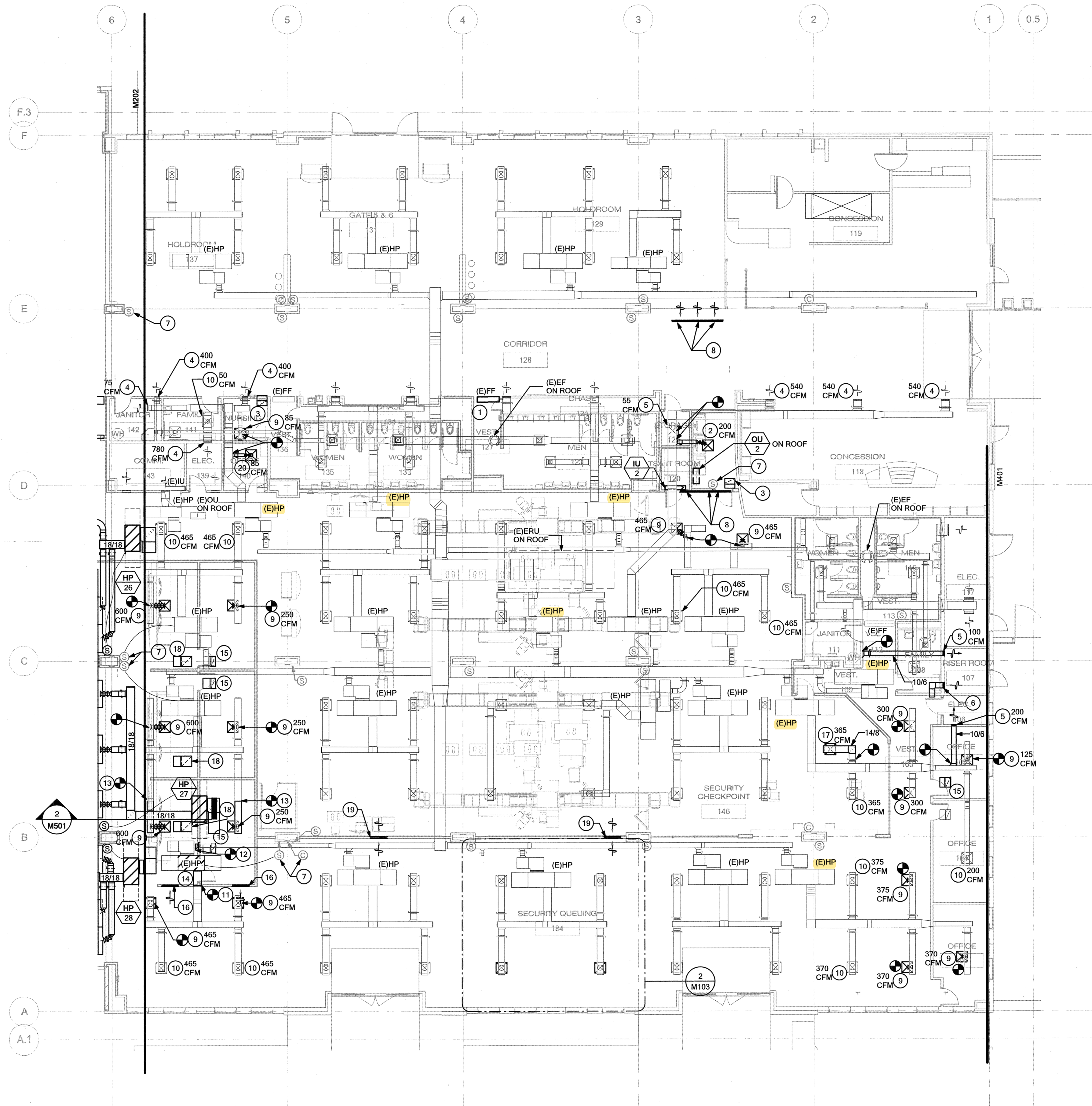
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BY: CFK	REVIEWED BY: RAB
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4/05/2013	PROJECT NUMBER: 0722.12
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3. RELOCATED EXISTING AIR CURTAIN FAN. REFER TO SHEET M101.
4. 8"Ø CD-1. BALANCE TO CFM SHOWN.
5. 24X12 RG-1.
6. BALANCE EXISTING SUPPLY REGISTER TO CFM SHOWN.
7. 10X6 SR-1.
8. 12X8 RG-2.
9. RELOCATED EXISTING WALL SENSOR. REFER TO SHEET M101.
10. 36X24 RG-2 MOUNTED IN SOFFIT AS HIGH AS POSSIBLE
11. RELOCATED EXISTING DIFFUSER, RECONNECT TO EXISTING DUCTWORK BRANCH WITH NEW FLEX DUCT AS REQUIRED. REFER TO SHEET M101. BALANCE TO CFM SHOWN.
12. EXISTING DIFFUSER. BALANCE TO CFM SHOWN.
13. CONNECT NEW 18" SUPPLY DUCTWORK TO EXISTING DUCTWORK.
14. CONNECT EXISTING 8" OUTSIDE AIR DUCTWORK WITH NEW VOLUME DAMPER TO EXISTING RETURN BOOT.
15. CONNECT NEW 14" SUPPLY DUCTWORK TO EXISTING DUCTWORK.
16. RELOCATED EXISTING HEAT PUMP. REFER TO SHEET M101. RECONNECT SUPPLY AND OUTSIDE AIR DUCTWORK AND CONTROLS.
17. 24X12 RG-1.
18. 36X24 RG-2. MOUNTED IN WALL AS HIGH AS POSSIBLE.
19. RELOCATED EXISTING DIFFUSER, RECONNECT TO EXISTING DUCTWORK BRANCH AS INDICATED. REFER TO SHEET M101. BALANCE TO CFM SHOWN.
20. 24X24 RG-1.
21. 36X24 RG-2, BOTH SIDES OF WALL. MOUNTED IN WALL AS HIGH AS POSSIBLE.
22. 6"Ø CD-1. BALANCE TO CFM SHOWN.

Replacement Units are highlighted



 **WEST TERMINAL MECHANICAL HVAC PLAN - PHASE 1**
3/32" = 1'-0"