



## Notice of Request for Proposals (RFP)

SOLICITATION NUMBER: 2018-016-RFP

SERVICE: Target Industry Analysis

PROPOSAL DUE DATE & TIME: January 17, 2018 by 2:00 pm (Arizona time)

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

The Phoenix-Mesa Gateway Airport Authority (PMGAA) requests proposals from qualified individuals or firms or teams of firms to provide a Target Industry Analysis for the Phoenix-Mesa Gateway Airport (Gateway Airport) in Mesa, Arizona. This solicitation may be downloaded from our website at [www.gatewayairport.com](http://www.gatewayairport.com) under the Business|Procurement|Public Notices section. All submissions and Offeror conduct must comply with applicable PMGAA policies, rules and procedures. PMGAA may cancel this solicitation at any time for any legally permissible reason.

The PMGAA will accept proposals for the specified service until the time and date cited above. Proposals must be submitted in a sealed envelope with the solicitation number and the Offeror's name and address clearly indicated on the envelope. Submittals received on or before the correct time and date will be time stamped by a staff member and publicly recorded. Late submittals will not be considered. Additional instructions for preparing your proposal are provided in the solicitation package. Requests for additional information or clarification of requirements must be in writing and submitted to:

Contact: Marian Whilden, Procurement Coordinator  
Telephone: (480) 988-7646  
Email: [mwhilden@gatewayairport.com](mailto:mwhilden@gatewayairport.com)

Deadline for submitting questions to PMGAA is January 9, 2018. Responses to questions received will be issued in an addendum to the Request for Proposals and posted at [www.gatewayairport.com](http://www.gatewayairport.com) in the Procurement section of the website. Offerors are responsible for checking the PMGAA website at [www.gatewayairport.com](http://www.gatewayairport.com), under the Business|Procurement|Public Notices section for any addendums that may be created for this solicitation and including issued addenda in its submitted proposal.

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

Issue Date: December 11, 2017

## Request for Proposals

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## Notice of Intent

### Solicitation Number 2018-016-RFP, Target Industry Analysis

Please fax or email this page upon receipt of solicitation package

Fax: (480) 988-2315

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

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

#### Offeror Responsibilities:

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

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

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

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

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

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

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

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

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

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

Arizona Business Gazette

East Valley Tribune

PMGAA Web Site

Direct email

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

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

## Introduction

### **Purpose:**

Phoenix Mesa Gateway Airport Authority (PMGAA) seeks a comprehensive Target Market Analysis that identifies the specific industries and/or market sectors most compatible with the assets of PMGAA and the surrounding region. Specific details of the scope can be found in Section 2, Scope of Work.

### **Background:**

Phoenix-Mesa Gateway Airport is quickly establishing itself as an internationally recognized aerospace center. Located in Mesa, Arizona and within the Greater Phoenix metropolitan area, the Airport is home to over thirty aerospace businesses, including Cessna, Embraer, Able Aerospace Services, and Constant Aviation. The Airport is one of the most successful U.S. Air Force base conversions in the nation and offers aerospace companies a dynamic business location. The Airport provides a cost effective operating environment and facilities for a broad range of operations, including aircraft maintenance and refurbishing, manufacturing and assembly; research and development; and other aerospace related business activities.

Phoenix-Mesa Gateway Airport is comprised of approximately 3,000 acres and includes three (3) parallel runways, each approximately 10,000-feet in length. In addition, the Airport hosts various navigational aids including an Instrument Landing System (ILS), Remote Transmitter/Receiver (RTR), Very High Frequency Omnidirectional Range collocated with a Tactical Aircraft Control and Navigation (VORTAC), Air Traffic Control Tower and an Airport Surveillance Radar (ASR). The Airport is an FAA Part 139 commercial reliever airport to Phoenix Sky Harbor International Airport and served over 1.4 million passengers with a varied fleet mix supporting 220,000 operations in 2016. PMGAA also owns and operates the only Fixed Base Operator (FBO) fueling and ground handling operation at the Airport.

The Airport is at the center of a larger regional planning area called the Mesa Gateway Area. According to population and growth estimates from the Maricopa Association of Governments, the Gateway Area will be home to over 100,000 new jobs by 2035, making it one of the largest employment centers in Arizona and the Southwest United States. Within the last several years, the Airport has seen tremendous success in growing the aerospace job market by adding three OEM service centers. Cessna, Embraer, and Constant Aviation have all opened service locations at Gateway. They were attracted by the availability of high quality labor, ability to recruit new talent to an inexpensive location to live and work, and proximity to education and training services adjacent to the Airport.

The Airport is owned and operated by the PMGAA, with a Board of Directors comprised of elected officials from its member communities: the City of Mesa, Town of Gilbert, Town of Queen Creek, the Gila River Indian Community, City of Phoenix and the City of Apache Junction. The partnership allows for an effective and efficient operating environment that has fostered a spirit of regional cooperation with regards to all development in and around Phoenix-Mesa Gateway Airport.

## Section One - Offeror Information and Instructions

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### A. GENERAL INFORMATION ON SOLICITATION PROCESS

1. **Availability of Solicitation.** The solicitation package is available via the Internet at [www.gatewayairport.com](http://www.gatewayairport.com) under the Procurement tab.
2. **Addendums.** If the PMGAA deems it necessary to amend the solicitation, an Addendum will be prepared in writing and posted on the PMGAA website. Offerors are responsible for obtaining all addendums via the PMGAA website at [www.gatewayairport.com](http://www.gatewayairport.com) or by other means. Any Addendums issued by the PMGAA are to be included in the response, and will become a part of the contract. Offeror shall acknowledge receipt of an amendment by signing and returning the document by the specified due time and date.
3. **Familiarization with Requirements.** It is the Offeror's responsibility to examine the entire solicitation package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a response. Negligence in preparing a submittal confers no right of withdrawal after due date and time. All submissions must comply with applicable PMGAA rules, regulations and policies.
4. **Cost of Submittal Preparation.** PMGAA shall not reimburse the cost of developing, presenting or providing any response to this solicitation.
5. **Inquiries.**
  - a. **Contact Person.** Any inquiry related to a solicitation, including any requests for or inquiries regarding standards referenced in the solicitation should be directed to the staff member listed on the cover page of the solicitation. The Offeror shall not contact or direct inquiries concerning this solicitation to any other PMGAA employee unless the solicitation specifically identifies additional person(s) as a contact.
  - b. **Submission of Inquiries.** All inquiries shall be submitted in writing and/or electronic mail and shall refer to the appropriate solicitation number, page and paragraph. PMGAA shall consider the relevancy of the inquiry but is not required to respond in writing.
  - c. **Timeliness.** Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least ten (10) days before the solicitation due date and time for review and determination by PMGAA. Failure to do so may result in the inquiry not being considered for an Addendum.
  - d. **Verbal Responses.** Oral interpretations or clarifications will be without legal effect. An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
6. **Modification or Withdrawal of Proposal.** A modification of a proposal already received will be accepted by PMGAA only if the modification is received prior to the proposal due date, as defined in the RFP, or is specifically requested by PMGAA, or is made with 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.
7. **Public Record.** All submittals in response to this solicitation shall become the property of PMGAA,

shall not be returned to Offeror and shall become a matter of public record available for review subsequent to the contract award.

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

- 12. **Special Conditions.** Wherever special conditions are written into the Special Conditions and Specifications (Section Two), which are in conflict with conditions stated in these Instructions to Offerors, the conditions stated in Special Provisions and Specifications, shall take precedence.

- 13. **Title VI Solicitation Notice.** PMGAA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Offerors/Bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

- 14. **Federal Fair Labor Standards Act.** All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

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

- 15. **Occupational Safety and Health Act of 1970.** All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Offeror must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Offeror retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Offeror must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## **B. 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 in facsimile or electronically and will not be considered.
- c. Confidential Information. Requests for nondisclosure of data such as trade secrets and other proprietary data must be made known to the Procurement Coordinator in writing. PMGAA shall review all requests for confidentiality and provide a written determination.

### **2. Proposal Submittal.**

- a. Submission Package. One (1) original and 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 returned to the Offeror.
- c. No Modifications. Modifications are not permitted after proposals have been opened except as otherwise provided under applicable law.
- 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, telegraphic or mailgram withdrawals shall not be considered.

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

### **4. Award of Contract.**

- a. Rights of PMGAA. The PMGAA reserves the right to award to whichever Offeror(s) deemed most advantageous to the PMGAA. The PMGAA may reject any or all submittals, waive any minor informality in submittals received, reject any alternate submittals and reserves the right to reject the submittal(s) of any Offeror who has previously failed to perform competently in any contract with the PMGAA.



- b. Selection. The contract shall be awarded using the criteria outlined in Section Two.
- c. Notification. Prior to contract award, the selected successful Offeror(s) will be notified of their apparent selection for contract award.
- d. Professional Services Agreement. Selected Offeror(s) will be required to execute a Professional Services Agreement with PMGAA which will include by reference this solicitation. If the Agreement is not executed within 30 days from the Notice of Intent to Award, PMGAA reserves the right to cancel and award to the next highest rated firm.

## Section Two – Special Instructions and Specifications

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### A. PROJECT DESCRIPTION

The Phoenix-Mesa Gateway Airport Authority requires the assistance of qualified individuals, firms or teams to assist with the development of a target industry analysis that identifies the specific industries and/or market sectors most compatible with the assets of PMGAA and the surrounding region. The ideal candidate will be a qualified individual or firm with expertise in market analysis, aviation economics, and real estate feasibility analysis. Experience at Arizona airports is highly desired. All work will be completed in close cooperation with PMGAA staff.

It is the intent of PMGAA that the target industry analysis provide the means to communicate its value as a unique community asset as well as a leader of future aviation and aerospace related development in an intentional, strategic way.

Anticipated Schedule:

The work outlined in this RFP is expected to commence in March 2018 and continue over a period of no more than four (4) months. Offerors should anticipate meetings with PMGAA staff (some of which may be accomplished via phone/video conference), including one presentation to PMGAA's Board of Directors.

Where possible, information and data gathered in previously completed airport and local/regional studies shall be utilized in order to provide insight and reduce time required to complete the Scope of Work. PMGAA will make such studies and reports it has completed available to the selected Offeror at time of contract commencement, or shortly thereafter.

### B. SCOPE OF WORK

#### Background and Industry Assessment

*Develop a baseline understanding of the Airport's overall business model; assess and document basic economic conditions for the Phoenix-Mesa Metropolitan Statistical Area.*

- Work with PMGAA staff to develop a detailed understanding of the Airport's current business model, real estate assets, regional amenities, economic context, and broader economic development goals.
- Assess and document regional economic conditions and baseline economic indicators such as major employment sectors, industry clusters, and relevant economic trends.
- Identify and document high-level market trends that will influence the type and feasibility of development at the Airport. Include market trends specific to the aviation and aerospace industries.
- Gather baseline metrics for specific industries that are Airport-compatible. Forecast growth patterns for Airport-compatible industries and document key economic drivers for growth. Identify the top five critical site-selection factors for industries with the highest growth potential.
- Compare and contrast the assets of the Airport and the surrounding region, against the top site selection factors of the high-growth industries.

#### Competitive Set

*Identify similar Airports in the United States. Assess the other Airports competitiveness for high-growth industries.*

- Identify 4-6 other airports ("Competitive Set") of similar size and operational scale that maintain similar assets and target similar airport-compatible industries.

- Create a profile for each airport within the Competitive Set that identifies key assets and infrastructure, lease rates, available economic incentives, targeted industries, existing tenants, and other pertinent information.
- Compare the Airport and the Competitive Set against the top site selection factors for each high-growth industry. Summarize the Airport's key competitive advantages and disadvantages for each high-growth industry.

### **Target Markets**

*Develop a priority list of key markets and/or regions to target for high-growth industries.*

- Identify the key markets and/or regions within the United States with significant densities of the high-growth industries.
- Assess each of the key markets and/or regions for their competitiveness relative to the Phoenix-Mesa Metropolitan Statistical Area and identify key competitive advantages for the Airport. Rank the key markets and/or regions based on their density of high-growth industries and competitiveness.
- Recommend successful strategies to enhance the airport's position including measurable processes and outcomes for continuous evaluation and improvement.

### **Project Deliverables**

The overall deliverable of this RFP will be the Target Industry Analysis document. The Target Industry Analysis should summarize all information included in the scope of work, including recommendations for how PMGAA may maximize the potential of its real estate assets while working within certain constraints (e.g., restrictions on noncompatible and non-aviation land uses). Include a summary of prioritized recommendations for target markets / industries.

## **C. SUBMITTAL REQUIREMENTS**

Offerors interested in responding to this solicitation should submit a proposal which includes a one-page cover letter plus a maximum length of eighteen (18) pages to address the RFP criteria as specified and in the order listed in this Section II.

In responding to this RFP, Offerors shall organize their submission in such a way as to follow the general evaluation criteria listed below. 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 from any other relevant source may be used in the evaluation and selection process.

1. **Cover Letter** (maximum of one page)
  - a. Provide a brief introduction of the firm as it relates to the requested services.
2. **General Company Information** (maximum of two pages)
  - a. Identify the full firm name, mailing address, telephone number, and email address for the person (preferably the designated or proposed project manager) who will serve as the firm's primary contact person for the proposal.
  - b. Description of firm/team.
  - c. Legal company organization.
  - d. List of business licenses, professional certifications or other credentials for the firm's account executive(s)/project managers, together with evidence that the firm, if a corporation, is in good standing and qualified to conduct business in Arizona.

- e. Disclosure of any known business or financial relationships between the firm and members of the PMGAA Board – if none, state “none”.

**3. Qualifications & Experience**

- a. Provide relevant project information demonstrating previous experience related to developing similar target market analyses. Previous experience with airports of similar size and function is highly desired.  
Project examples to include:
  - i. Client organization name and location
  - ii. Service provided and date(s) or service
  - iii. A narrative description of the project goals and overall scope
  - iv. Project outcome
- b. List and describe:
  - i. Any litigation, arbitration and/or claims filed by your firm against any project owner as a result of a contract dispute
  - ii. Any claim filed against your firm
  - iii. Termination from a project
- c. Provide a statement regarding your assurance that this engagement will not result in a conflict of interest.

**4. Project Team**

- a. Provide an organizational chart showing the proposed project team. Identify primary project contact.
- b. Describe each team member’s firm position; provide resumes of each proposed team member, including partners and/or sub-consultants. List professional certifications, and any applicable coursework or training.
- b. Briefly describe each team member’s role on this project and approximate % allocation of project hours to each team member.
- c. Provide “team” experience working together on similar projects.
- d. Identify proposed subconsultants, and your method of selection, if applicable.

**5. Project Understanding and Approach**

Describe your recommended approach to addressing the tasks in the Scope of Work. Please note that the Scope of Work provided above is intended to illustrate the anticipated approach and desired outcomes of this project. Offerors may provide alternative approaches, but are encouraged to meet the overall intent provided by the Scope of Work above. Offerors shall include the following in their response:

- a. An approach outline that includes key phases, tasks and subtasks, general timeframe (e.g., month).
- b. An approach narrative that describes the tasks in more detail, in order to provide insight into the intent of the approach.
- c. Describe the work you anticipate self-performing, and the work you anticipate being performed by subconsultants/subcontractors.
- d. Describe your approach to operating within an agreed budget and schedule.
- e. Describe your planning, scheduling and project management tools.

**6. Proposed Fee**

- a. Provide a total, not to exceed amount, to complete the entire scope of work as outlined in this RFP.

**7. References**

- a. Offeror shall complete Attachment E.

8. **Availability**
  - a. Demonstrate Offerors capability and intent to proceed without delay if selected for this work.
  - b. Provide sufficient information to demonstrate availability of proposed staff for the duration of the project (e.g., % of total billable time available over the course of the project).
  
9. **Appendices**
  - a. Attachment A, Authorization for Release of Performance Information and Waiver, form shall be completed, signed and included in the submittal
  - b. Attachment B, Offer Agreement, form shall be completed, signed and included in the submittal
  - c. Attachment C, Certificate of Insurability, form shall be signed and included in the submittal. Within ten days of execution of a contract with the Airport Authority, the successful Offeror shall furnish proof of insurance in the amounts listed in the forms of Agreement
  - d. Attachment D, Proposed Fee, form shall be completed, signed and included in the submittal
  - e. Attachment E, References, form shall be completed and included in the submittal
  - f. Attachment G, Agreement Review Statement, form shall be completed, signed and included in the submittal
  - g. Resumes for proposed key team members, 2-page maximum for each resume
  - h. Any Addenda issued by PMGAA for this RFP

#### **D. SUBMITTAL INSTRUCTIONS**

1. The proposal may not exceed eighteen (18) single-sided pages (maximum 8½” x 11”) with a minimum of 11 pt. type. Submissions exceeding the page limit will be considered non-responsive and will be returned to the responder without further evaluation. Responders must submit one (1) original and four (4) copies of their proposal for a total of five (5) in addition to one (1) complete electronic copy of the proposal and all attachments on a flash drive or CD.
  
2. The following information is not included in the page limit:
  - a. Cover letter on company letterhead, maximum of 1 page
  - b. Resumes for each key team member, maximum of 2 pages each
  - c. Attachment A, Authorization for Release of Performance Information and Waiver
  - d. Attachment B, Offer Agreement
  - e. Attachment C, Certificate of Insurability
  - f. Attachment D, Proposed Fee
  - g. Attachment E, References
  - h. Attachment G, Agreement Review Statement
  - i. Any Addenda issued by PMGAA
  
3. Do not include a table of contents or tab dividers. Submittals should be bound by plastic or metal three ring binder only. Pages having photos, charts, and/or graphs that provide additional evaluation information will be counted towards the maximum number of pages.
  
4. Failure to include all information requested shall cause such incomplete proposals to be rejected and not be evaluated or considered in the selection process.
  
5. Proposals must be submitted in a sealed envelope with the solicitation number and the responder’s name and address clearly indicated on the envelope. Proposals must be submitted to the contact person indicated on the Notice of Request for Proposal (RFP) on or before the due date. **LATE SUBMITTALS WILL NOT BE ACCEPTED.**

**E. EVALUATION CRITERIA**

Points	Category
25	Qualifications & Experience
20	Project Team
25	Project Understanding & Approach
15	Fees
10	Availability
5	References
100	Total Score

**F. SELECTION PROCESS**

1. The Airport Authority will appoint an evaluation panel to evaluate each Offeror’s proposal. Using the criteria and weighting listed herein, and in order of preference, the selection committee will rank the Offerors.
2. The Airport Authority may contact and interview references provided by each Offeror.
3. The evaluation panel may then make a selection solely based on their collective evaluations of the Offerors’ proposal and references.
4. The evaluation panel may conduct interviews regarding the project with the short listed, top-ranked Offerors.
5. The Airport Authority may, at its sole discretion, request all or the short listed, top-ranked Offerors to submit Best and Final Offers (BAFO).
6. The Airport Authority intends to enter into negotiations with the highest ranked Offeror to finalize a Professional Services Agreement for the project/services. If an agreement cannot be successfully negotiated with the highest ranked Offeror, then negotiations may be terminated with that Offeror and the Airport Authority may enter negotiations with the next highest ranked Offeror until an agreement is reached or an impasse is declared.
7. Offerors are evaluated on any combination of the following elements: 1) Proposals submitted in response to this RFP; 2) reference verification; 3) interview performance (if conducted); and 4) any information from any source about the Offeror, whether included in the proposal or not.
8. PMGAA may cancel this solicitation at any time for any reason or no reason, so long as such is legally permissible.
9. The following tentative schedule has been established for this solicitation:

RFP Closing Date/Proposals Due	January 17, 2018
Notification to Firms	January 25, 2018
Contract Award Recommendation to PMGAA Board of Directors	February 20, 2018
Contract Commencement	March 1, 2018

## Section Three – Standard Terms and Conditions

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1. **Certification.** By signature in the offer section of the Offer Agreement page, Consultant certifies:
  - a. The award of this Contract did not involve collusion or other anti-competitive practices.
  - b. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. Section 31-1461, et. seq.
  - c. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract; and Consultant hereby certifies that the individual signing this Contract is an authorized agent for Consultant and has the authority to bind the Consultant to the Contract.
  
2. **Termination of Contract.**
  - a. This Contract may be terminated at any time by mutual written consent or by PMGAA - with or without cause - provided the terminating party gives 14 calendar days' advance written notice to the other party. PMGAA may terminate this Contract, in whole or in part, for PMGAA's convenience and on 14 days' written notice. If this Contract is terminated, then PMGAA is liable only for services rendered and material received, certified, and approved by PMGAA under the Contract before the termination effective date.
  - b. PMGAA reserves the right to cancel this Contract in whole or in part due to failure of Consultant to carry out any term, promise, or condition of the Contract. At least ten days before terminating the Contract, PMGAA will issue a written notice of default specifying one of the following reasons.
    - (1) Consultant has provided personnel that do not meet the requirements of the Contract.
    - (2) Consultant has failed to perform adequately the stipulations, conditions or services/specifications required in this Contract.
    - (3) Consultant has attempted to impose on PMGAA personnel or materials, products, or workmanship of unacceptable quality.
    - (4) Consultant has failed to furnish the required service(s) and/or product(s) within the time stipulated in the Contract or associated Authorization of Services.
    - (5) Consultant has failed to make progress in the performance of the requirements of the Contract or Authorization of Services, or Consultant fails to give PMGAA adequate assurance the Consultant will perform the Contract in full and on time.
    - (6) Each payment obligation of PMGAA created hereby is conditioned on the availability of PMGAA, state, or federal funds appropriated for payment of the obligation. If funds are not available or allocated by PMGAA for continuance of service under this Contract, then PMGAA may terminate the Contract. PMGAA shall promptly notify Consultant regarding the service that may be affected by a shortage of funds. No penalty accrues to PMGAA if this provision is exercised, and PMGAA shall not be liable for any future payments due or for any damages as a result of termination under this paragraph.
  
3. **Records.** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. PMGAA may, at reasonable times and places, audit the books and records of Consultant or any and all of Consultant's subconsultants or subcontractors. The audit shall be limited to this Contract and its scope of services.
  
4. **Arbitration.** At PMGAA's sole option, disputes between the parties may be resolved through arbitration as provided in A.R.S. Section 12-1501, *et seq.* Consultant shall continue to render the services required by this

Contract without interruption, notwithstanding either party has filed suit against the other or PMGAA has expressly agreed to arbitration and either party has demanded arbitration.

5. **Independent Contractor.** At all times, each party acts in its individual capacity and not as agent, employee, partner, joint venturer, or associate of the other party. An employee or agent of one party may not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

Neither Consultant nor any of its employees are entitled to compensation from PMGAA in the form of salaries, paid vacation, or sick days.

PMGAA will not provide any insurance to Consultant, including *Workers' Compensation* coverage. PMGAA will not withhold FICA, taxes, or any similar deductions from PMGAA's payments under this Contract.

6. **Affirmative Action.** Consultant shall abide by all the federal and state of Arizona provisions for equal opportunity in the work place.
7. **Human Relations.** Consultant shall abide by all the federal and state of Arizona provisions against discrimination of disadvantaged business enterprises in applicable PMGAA contracts.
8. **Non-Exclusive Contract.** This Contract is for the sole convenience of PMGAA. PMGAA reserves the right in its discretion to obtain the same or similar goods or services from any other source.
9. **Patent Infringement.** The procuring agency should advise Consultant of any impending patent suit and provide all information available. Consultant shall defend any suit or proceeding brought against the procurement agency based on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent, and the Contract shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the procuring agency. In case the equipment, or any part thereof, is in such suit held to constitute infringement and use of the equipment or part is enjoined, Consultant shall, at its own expense and at its option, either procure for the procuring agency the right to continue using the equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.
10. **Americans with Disabilities Act.** Consultant shall comply with all applicable provisions of the *Americans with Disabilities Act* (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the *Act*.
11. **Confidentiality of Records.** Consultant shall establish and maintain procedures and controls that are acceptable to PMGAA for the purpose of assuring that no information contained in its records or obtained from PMGAA or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under this Contract. Persons requesting such information should be referred to PMGAA. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by PMGAA.
12. **Shipment under Reservation Prohibited.** Consultant is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the cancellation clause set forth within this Contract.
13. **Gratuities.** PMGAA may, by written notice to the Consultant, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Consultant or any agent or representative of Consultant, to any officer or employee of PMGAA involved in the amending, or the making of any determinations with respect to the performing of such Contract. If this Contract is canceled by PMGAA under this provision, PMGAA shall, in addition to any other rights and remedies, repay to the Consultant the amount of the gratuity.



14. **Applicable Law.** This Contract shall be governed by, and PMGAA and Consultant shall have, all remedies afforded each by the *Uniform Commercial Code*, as adopted in the state of Arizona, except as otherwise provided in this Contract or in laws pertaining specifically to PMGAA. This Contract shall be governed by the laws of the state of Arizona, and suits pertaining to this Contract shall be brought only in federal or state courts in the state of Arizona.
15. **Contract.** This Contract is based on and the result of a negotiated Scope of Services and Fee Proposal submitted by Consultant. The Contract contains the entire agreement between PMGAA and Consultant. No prior oral or written agreements, contracts, proposals, negotiations, purchase orders, or master agreements (in any form) are enforceable between the parties.
16. **Legal Remedies.** All claims and controversies shall be subject to the PMGAA Procurement Code.
17. **Contract Amendments.** This Contract shall be modified only by a written amendment signed by the PMGAA Executive Director or his/her designee, and persons duly authorized to enter into contracts on behalf of Consultant.
18. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
19. **Severability.** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract, which may remain in effect without the valid provision, or application.
19. **Protection of Government Property.** Consultant shall use reasonable care to avoid damaging all PMGAA property, including buildings, equipment, and vegetation (such as trees, shrubs, and grass). If Consultant damages PMGAA's property in any way, Consultant shall immediately repair or replace the damage at no cost to PMGAA, as directed by the PMGAA Executive Director. If Consultant fails or refuses to repair or replace the damage, then PMGAA may terminate the Contract, and PMGAA shall deduct the repair or replacement cost from money due Consultant under the Contract.
21. **Interpretation – Parol Evidence.** This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
22. **Assignment – Delegation.** No right or interest in this Contract shall be assigned by Consultant without prior written permission of PMGAA, and no delegation of any duty of Consultant shall be made without prior written permission of PMGAA's Executive Director or his/her designee. PMGAA shall not unreasonably withhold approval and shall notify Consultant of PMGAA's position within fifteen (15) business days of receipt of written notice by Consultant.
23. **Subcontracts.** Consultant may not enter into a subcontract with any other party to furnish any of the material/service specified herein without PMGAA's advance written approval. All subcontracts shall comply with federal and state laws and regulations applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein, which shall apply with equal force to the subcontract, as if the subcontractor were the Consultant referred to herein. Consultant is responsible for Contract performance whether or not subcontractors are used. PMGAA shall not unreasonably withhold approval and shall notify Consultant of PMGAA's position within fifteen (15) business days of receipt of written notice by Consultant.
24. **Rights and Remedies.** No provision in this Contract shall be construed, expressly or by implication, to waive either party's existing or future claim, right, or remedy available by law for breach of contract. The

failure of either party to insist on strict performance of any Contract term or condition; to exercise or delay exercising any right or remedy provided in the Contract or by law; or to accept materials, services, or Consultant's services under this Contract or imposed by law, shall not be deemed a waiver of any right of either party to insist upon strict performance of the Contract.

25. **Warranties.** Consultant warrants that all materials and services delivered under this Contract shall conform to the specifications thereof. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by PMGAA, shall not alter or affect the obligations of Consultant or the rights of PMGAA under the foregoing warranties. Additional warranty requirements may be set forth in this Contract.
26. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend, save, indemnify, and hold harmless PMGAA, its agents, representatives, officers, directors, officials, and employees (collectively the "Indemnitees"), for, from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the Consultant's acts, errors, omissions, or mistakes relating to Consultant's services under this Contract.
27. **Overcharges by Antitrust Violations.** PMGAA maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, Consultant hereby assigns to PMGAA any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
28. **Right to Assurance.** Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. If a demand is made and no written assurance is given within five (5) business days, the demanding party may treat this failure as an anticipatory repudiation with this Contract.
29. **Advertising.** Consultant shall not advertise or publish information concerning this Contract without prior written consent of PMGAA.
30. **Right to Inspect.** PMGAA may, at reasonable times, and at PMGAA's expense, inspect the place of a Consultant's or subcontractor's business, which is related to the performance of this Contract or related subcontract.
31. **Force Majeure**
  - a. Neither party is liable to the other, and neither party may be deemed in default under this Contract, if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure does not include late performance by a subcontractor unless the delay arises out of a specific Force Majeure in accordance with this Force Majeure term and condition.
  - b. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing, as soon as practical, of the delay and shall specify the causes of delay in the notice. The notice must be hand-delivered or mailed certified-return receipt and must specifically refer to this section. The delayed party shall cause the delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The date of completion will be extended by Contract modification or amendment for the period of time that the completion date is necessarily delayed. This time extension is the Consultant's exclusive remedy for delay.
32. **Inspection.** All material or service is subject to final inspection and acceptance by PMGAA. Material or service failing to conform to the specifications of this Contract will be held at Consultant's risk and may be returned to Consultant. If so returned, all costs are the responsibility of Consultant. Noncompliance shall conform to the cancellation clause set forth in this Contract.

33. **Exclusive Possession.** All services, information, computer program elements, reports, and other deliverables, which may be created under this Contract, are the sole property of PMGAA and shall not be used or released by Consultant or any other person except with prior written permission by PMGAA.
34. **Title and Risk of Loss.** The title and risk of loss of materials or services shall not pass to PMGAA until PMGAA actually receives the material or service at the Airport, unless otherwise provided within this Contract.
35. **No Replacement of Defective Tender.** Every tender of materials must fully conform to all provisions of this Contract. If Consultant tenders a material or service that does not fully conform, PMGAA may terminate this Contract.
36. **Default in One Installment to Constitute Total Breach.** Consultant shall deliver conforming materials and services in each installment or lot of this Contract. Consultant may not substitute nonconforming materials or services. Delivery of nonconforming materials or a default of any nature, at the option of PMGAA, will constitute breach of the Contract as a whole.
37. **Liens.** All materials, services, and other deliverables supplied to PMGAA under this Contract must be free of all liens and other encumbrances. Upon request of PMGAA, Consultant shall provide a formal release of all liens.
38. **Licenses.** Consultant shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by Consultant as applicable to this Contract.
39. **Cost Of Proposal Preparation.** The PMGAA shall not reimburse the cost of developing, presenting, or providing any response to this solicitation. Bids/proposals submitted for consideration should be prepared simply and economically providing adequate information in a straightforward and concise manner.
40. **Public Record.** All proposals submitted in response to this request shall become the property of the PMGAA and shall become a matter of public record available for review subsequent to the award notification.
41. **Subsequent Employment.** PMGAA may cancel this Contract without penalty or further obligation in accordance with A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of the PMGAA is or becomes, at any time while the Contract or any extension of the contract is in effect, an employee of, or a contractor to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when the parties to this Contract receive written notice from PMGAA, unless the notice specifies a later time.
42. **Clean Up.** Consultant shall at all times keep Contract performance areas, including storage areas used by the Consultant, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of PMGAA. Upon completion of any repair, Consultant shall leave the work and premises in clean, neat, and workmanlike condition.
43. **Patents.** Consultant shall defend, indemnify, and hold harmless PMGAA, its officers and employees from all liabilities, claims, damages, costs, or expenses, including, but not limited to attorneys' fees, for any alleged infringement of any person's patent rights or copyrights in consequence of the use by PMGAA, its officers, employees, agents, and other duly authorized representatives of tangible or intellectual property supplied to PMGAA by Consultant under this Contract.
44. **Availability of Project Funding.** This Contract's approval and continuation is conditioned on the availability of funds appropriated by PMGAA for this purpose. If funds are not available or appropriated for the Contract's requirements, PMGAA may terminate the Contract. Possible sources of funding for this Contract include FAA and ADOT, and this Contract is contingent on the availability of those funds to PMGAA.

45. **Records and Audit Rights.** Consultant's and all of its approved subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of all Consultant and subcontractor employees that work on the Contract (all the foregoing collectively referred to as "Records"), must be open to inspection and subject to audit and/or reproduction during normal working hours by PMGAA. PMGAA is entitled to evaluate and verify all invoices, payments or claims based on Consultant's and its subcontractor's actual costs (including direct and indirect costs and overhead allocations) incurred or units expended directly in the performance of work under this Contract. For any audit under this Section, Consultant and its subcontractors hereby waive the right to keep such Records confidential. PMGAA is entitled to access to these Records from the effective date of this Contract for the duration of the work and until five years after the date of final payment by PMGAA to Consultant under the Contract. During normal working hours, PMGAA is entitled to access to all necessary Consultant and subcontractor facilities and shall be provided adequate and appropriate workspace, in order to conduct audits under this Section. PMGAA shall give Consultant or subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this Section by including its requirements in all subcontracts related to this Contract.
46. **E-Verify Requirements.** To the extent applicable under A.R.S. § 41-4401, Offeror and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees, and compliance with the E-Verify requirements under A.R.S. §23-214(A). Offeror's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by PMGAA.

## Attachment A

### Authorization for Release of Performance Information and Waiver

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The purpose of this disclosure is to provide references to the Phoenix-Mesa Gateway Airport Authority. I hereby consent that as an Offeror to Phoenix-Mesa Gateway Airport Authority Solicitation 2018-016-RFP, Target Industry Analysis for Phoenix-Mesa Gateway Airport, I authorize those companies and government entities listed in my RFP submittal and any other government entity for whom this company has performed similar services to disclose and release to the Phoenix-Mesa Gateway Airport Authority, or their representatives, information, records and opinions concerning this company's past performance.

\_\_\_\_\_ (Company) hereby waives any claim it may have against the Phoenix-Mesa Gateway Airport Authority or any company or entity providing information to the Phoenix-Mesa Gateway Airport Authority by reason of any information being disclosed or opinions provided regarding the actions or performance of this company.

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

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

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

\_\_\_\_\_  
Date

**Attachment B**  
Offer Agreement

---

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

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications, and amendments in the Request for Proposal and any written exceptions in the proposal, as defined in Attachment D – Proposed Fee.

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
City                      State                      Zip Code

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Signature of Person Authorized to Sign

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

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

\_\_\_\_\_  
Sales Tax License Number

\_\_\_\_\_  
Title

**Attachment C**  
Certificate of Insurability

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I hereby certify that as an Offeror to Phoenix-Mesa Gateway Airport Authority Solicitation 2018-016-RFP, Target Industry Analysis for Phoenix-Mesa Gateway Airport, I am fully aware of Insurance Requirements contained in the sample Professional Services Agreement (Attachment H) and by the submission of this RFP submittal, I hereby assure the Phoenix-Mesa Gateway Airport Authority that I am able to produce the insurance coverage required should I be selected to be awarded the Professional Services Agreement.

Should I be awarded the Professional Services Agreement by the Phoenix-Mesa Gateway Airport Authority, and then become unable to produce the insurance coverage specified within ten working days, I am fully aware and understand that the Phoenix-Mesa Gateway Airport Authority may not consider me for this and future projects.

---

Signature of Offeror

---

Date

**Attachment D**  
Proposed Fee

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Offeror hereby agrees to provide the service, as described in the Scope of Work, for the total, not to exceed amount of:

Total Fee: \$ \_\_\_\_\_



## Attachment E

### References

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Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

City, State: \_\_\_\_\_ Telephone: \_\_\_\_\_

Date(s): \_\_\_\_\_ Cost/Amt of Contract: \_\_\_\_\_

Description/Summary of Services Provided: \_\_\_\_\_

---

Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

City, State: \_\_\_\_\_ Telephone: \_\_\_\_\_

Date(s): \_\_\_\_\_ Cost/Amt of Contract: \_\_\_\_\_

Description/Summary of Services Provided: \_\_\_\_\_

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Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

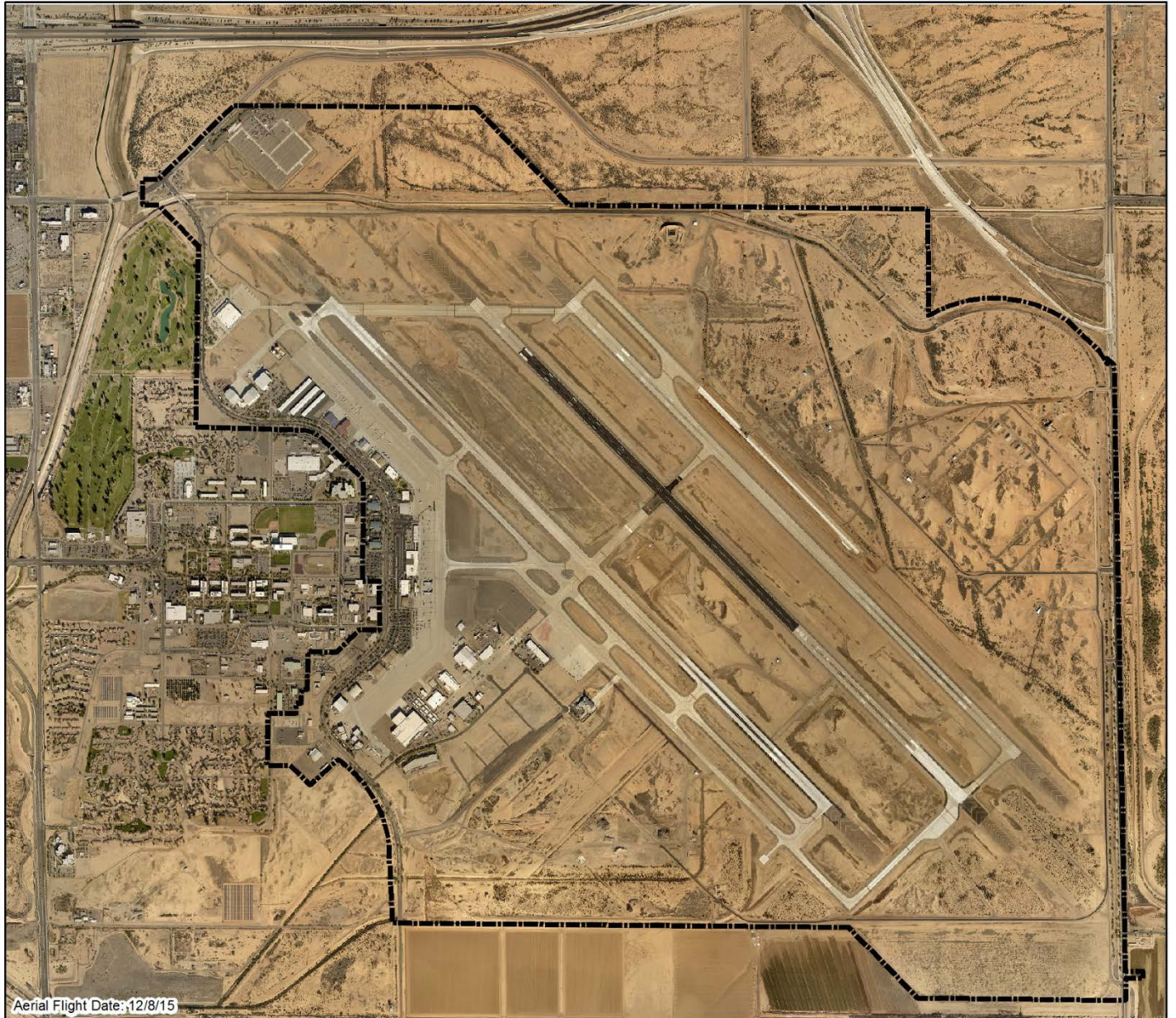
City, State: \_\_\_\_\_ Telephone: \_\_\_\_\_

Date(s): \_\_\_\_\_ Cost/Amt of Contract: \_\_\_\_\_

Description/Summary of Services Provided: \_\_\_\_\_

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**Attachment F**  
Phoenix-Mesa Gateway Airport Area Map



## Attachment G

### Agreement Review Statement

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As an Offeror to Phoenix-Mesa Gateway Airport Authority Solicitation 2018-016-RFP, Target Industry Analysis, I hereby certify that I have reviewed the PMGAA sample form Professional Services Agreement (Attachment H) and have listed any objections to them below. The response shall clearly identify if the attached Professional Services Agreement is acceptable in all respects including warranty, insurance, and document ownership and retention requirements. If the Agreement is not acceptable, the response shall identify the unacceptable clauses and shall provide suggested alternate language. General or vague statements or invitations to discuss further are not adequate answers.

Wherever terms and conditions contained in the Request for Proposals and Phoenix-Mesa Gateway Airport's Standard Terms and Conditions (Section Three) conflict with terms and conditions stated in the sample Professional Services Agreement (Attachment H), the terms and conditions stated in the sample Professional Services Agreement (Attachment H) shall take precedence.

I am aware any objections to the standard form Professional Services Agreement will be considered and included in the Airport Authority's evaluation of my firm's qualifications. I am also aware, if I fail to list any objections to the Airport Authority's standard Professional Services Agreement, I will not be allowed to raise any objections later if selected as the most qualified Offeror.

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Signature of Offeror

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Date

Specific Objections:

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**Attachment H**  
Sample Professional Services Agreement



**Professional Services Agreement**

Agreement made as of the        day of                   , 2017.

**Contract No: C-2018016**

BETWEEN the:

Phoenix-Mesa Gateway Airport Authority, a joint powers airport  
authority authorized by the State of Arizona  
5835 South Sossaman Road  
Mesa, AZ 85212

and the Consultant:

XXXXXXXXXXXXXXXXXXXX, a(n) <state> <type of company>  
XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX

For:

Target Industry Analysis

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## PROFESSIONAL SERVICES AGREEMENT

This is an Agreement by and between the **Phoenix-Mesa Gateway Airport Authority, a joint powers airport authority authorized by the State of Arizona** (hereafter referred to as the “Airport Authority”) and **Consultant Name**, a(n) <state> <type of company>, (hereafter referred to as “Consultant”), referred to hereinafter as “Party” or collectively as “Parties”.

Whereas, Airport Authority seeks the assistance of Consultant to provide certain professional services;

Whereas, Consultant possesses independent qualifications and abilities to perform such efforts;  
and,

Whereas, Consultant is willing to provide such professional services in accordance with the terms and conditions set forth herein.

Now, therefore, the above named Parties enter into this Agreement upon the following terms and conditions:

### 1. Scope of Work & Fee

Consultant shall report to, and act under, the direction of the Business Development Director or his/her designee, in providing the professional services required by this Agreement.

Specifically, the Consultant shall provide the following:

#### **Background and Industry Assessment**

*Develop a baseline understanding of the Airport’s overall business model; assess and document basic economic conditions for the Phoenix-Mesa Metropolitan Statistical Area.*

- Work with PMGAA staff to develop a detailed understanding of the Airport’s current business model, real estate assets, regional amenities, economic context, and broader economic development goals.
- Assess and document regional economic conditions and baseline economic indicators such as major employment sectors, industry clusters, and relevant economic trends.
- Identify and document high-level market trends that will influence the type and feasibility of development at the Airport. Include market trends specific to the aviation and aerospace industries.
- Gather baseline metrics for specific industries that are Airport-compatible. Forecast growth patterns for Airport-compatible industries and document key economic drivers for growth. Identify the top five critical site-selection factors for industries with the highest growth potential.
- Compare and contrast the assets of the Airport and the surrounding region, against the top site selection factors of the high-growth industries.

#### **Competitive Set**

*Identify similar Airports in the United States. Assess the other Airports competitiveness for high-growth industries.*

- Identify 4-6 other airports (“Competitive Set”) of similar size and operational scale that maintain similar assets and target similar airport-compatible industries.
- Create a profile for each airport within the Competitive Set that identifies key assets and infrastructure, lease rates, available economic incentives, targeted industries, existing tenants, and other pertinent information.

- Compare the Airport and the Competitive Set against the top site selection factors for each high-growth industry. Summarize the Airport's key competitive advantages and disadvantages for each high-growth industry.

### **Target Markets**

*Develop a priority list of key markets and/or regions to target for high-growth industries.*

- Identify the key markets and/or regions within the United States with significant densities of the high-growth industries.
- Assess each of the key markets and/or regions for their competitiveness relative to the Phoenix-Mesa Metropolitan Statistical Area and identify key competitive advantages for the Airport. Rank the key markets and/or regions based on their density of high-growth industries and competitiveness.
- Recommend successful strategies to enhance the airport's position including measurable processes and outcomes for continuous evaluation and improvement.

### **Project Deliverables**

The overall deliverable of this RFP will be the Target Industry Analysis document. The Target Industry Analysis should summarize all information included in the scope of work, including recommendations for how PMGAA may maximize the potential of its real estate assets while working within certain constraints (e.g., restrictions on noncompatible and non-aviation land uses). Include a summary of prioritized recommendations for target markets / industries.

### **Consideration**

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

For all professional services rendered under this Agreement, the Airport Authority agrees to pay Consultant up to but not to exceed [Enter Total Amount] upon final submittal of the Target Industry Report by Consultant and the Airport Authority's acceptance of such report as final completion of the work agreed to herein.

Consultant will be paid only after the Authority has received and reviewed Consultant's itemized and detailed invoice for services rendered. No payment shall be processed without a detailed and itemized billing statement. All payments made to Consultant shall be net thirty (30) days.

All services provided by Consultant under this Contract must be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in Arizona.

### **2. Term**

This Agreement shall commence on March 1, 2018 and end on June 30, 2018 or when the Airport Authority has signed off on final completion of the Scope of Work submitted by Consultant (the "Term").

### **3. Access to Records**

Consultant and its subcontractors, if any, must provide the Airport Authority, Airport Authority's auditors or any of its duly authorized representatives, with access to all books, documents, papers, and accounting records and other evidence pertaining to all costs incurred under this Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Consultant must make such materials available at its office at all reasonable times and

maintain and provide access to all of the required records for a period of three (3) years after final payment for services is made by Airport Authority.

#### **4. Assignment**

Consultant binds its successors and assignees to all the terms and conditions of this Agreement. Consultant may assign its right to receive payments to such third parties as Consultant may desire without the prior written consent of the Airport Authority, provided that the Consultant gives written notice (including evidence of such assignment) to the Airport Authority thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Agreement and shall not be made to more than one (1) party.

Notwithstanding the foregoing, Consultant shall not assign or sub-contract the whole or any part of this Agreement to any other person or entity without the prior written consent of the Airport Authority.

#### **5. Attorney's Fees and Penalties**

The Airport Authority shall in good faith perform its obligations required hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Arizona law.

#### **6. Changes in the Work**

In the event the Airport Authority requires a change in scope, character, or complexity of the work after the work has progressed, adjustments in compensation to Consultant shall be determined by the Airport Authority in the exercise of its honest and reasonable judgment, and Consultant shall not commence the additional work or the change of scope until authorized in writing by the Airport Authority. No claim for additional compensation shall be made in the absence of a fully executed amendment to this Agreement.

#### **7. Compliance with Laws**

Consultant specifically agrees to comply with any and all applicable state, federal, and local statutes, ordinances, and regulations in its performance of the obligations hereunder and shall ensure subcontractors compliance with the same. The enactment of any state or federal statute or the promulgation of regulations thereunder, after execution of this Agreement, shall be reviewed by the Airport Authority or its designee and the Consultant to determine whether the provisions of this Agreement require formal amendment.

If Consultant is a foreign (out-of-state) entity, it shall be required to furnish a certificate from the Secretary of the State of Arizona showing that the corporation is registered and authorized to transact business in the State of Arizona.

#### **8. Condition of Payment**

All services provided by Consultant under this Agreement must be performed to the Airport Authority's satisfaction, in accordance with all applicable rules, regulations, federal, state and local laws. The Airport Authority shall not pay for any work in violation of federal, state or local statute, ordinance, rule or regulation.

#### **9. Confidentiality of Airport Authority Information**

Consultant agrees and understands that all data, materials, information disclosed to or discovered by Consultant in the course of performance of this Agreement shall be considered as confidential and protected data. Therefore, the Consultant agrees that any such data, material or information gathered based upon or disclosed to the Consultant for the purpose of this Agreement will not be disclosed to others or discussed with other parties without the prior written consent of the Airport Authority. These confidential obligations survive any expiration or termination of this Agreement.

#### **10. Default**

The following shall constitute an Event of Default, for which the Airport Authority may terminate this Agreement in whole or in part:

- A. Consultant's failure to correct or cure any breach of this Agreement;



- B. Consultant's failure to provide services in accordance with the specifications set forth in the Consultant's written response for request of services, proposal and Scope of Work;
- C. Consultant's failure to perform the services within the time specified in this Agreement or any extension;
- D. Consultant's failure to make progress so as to endanger performance of this Agreement; or
- E. Consultant's failure to perform any of the other provisions of this Agreement.

The rights and remedies of the Airport Authority in this clause are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### **11. Governing Laws and Dispute Resolution**

This Agreement shall be construed in accordance with and governed by the laws of the State of Arizona, excluding any provisions thereof that might refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. Any litigation arising under this Agreement shall be commenced and maintained only in the state or federal courts situated in Maricopa County, Arizona. The Airport Authority and Consultant consent to the personal jurisdiction of, and venue in, such courts, and waive any right to object to this designation of jurisdiction and venue in the future.

#### **12. Indemnification**

Consultant shall keep and hold the Airport Authority and its officers, directors, agents, servants and employees harmless from any and all liabilities, losses, suits, claims, judgments, fines, penalties, demands or expenses, including all reasonable costs for investigation and defense thereof (including but not limited to attorney's fees, court costs and expert fees), claimed by anyone by reason of injury or damage to persons or property sustained in or about the Phoenix-Mesa Gateway Airport ("Airport"), as a proximate result of the acts or omissions of the Consultant, its agents, servants, or employees, or arising out of the operations of Consultant upon or about the Airport, excepting such liability as may result from the sole gross negligence of the Airport Authority, its officers, directors, agents, servants or employees; provided, however, that upon the filing of any claim with the Airport Authority for damages arising out of incidents for which the Consultant herein agrees to hold Airport Authority harmless, then and in that event, the Airport Authority shall notify Consultant of such claim and Consultant shall have the right to settle, compromise or defend same. Consultant shall further use legal counsel reasonably acceptable to the Airport Authority in carrying out Consultant's obligations hereunder. Any final judgment rendered against the Airport Authority for any cause for which Consultant is liable hereunder shall be conclusive against Consultant as to liability and amount, where the time for appeal there from has expired. The indemnity provision set forth herein shall survive any expiration or termination of this Agreement.

#### **13. Responsibility for Claims and Liabilities**

Consultant shall be responsible for all personal injury, wrongful death or property damage resulting from the negligent acts or omissions of Consultant or Consultant's approved subcontractors or agents in connection with the services, and shall be responsible for all parts of their work, both temporary and permanent.

#### **14. Insurance Requirements**

Consultant shall procure and maintain at its expense insurance of the kind and in the amount hereinafter provided, by companies authorized to do such business in the State of Arizona, covering all operations under this Agreement whether performed by Consultant or by an approved subcontractor. The insurance requirements set forth below do not in any way limit the amount or scope of liability of the Consultant under this Agreement.

Coverage shall be at least as broad as:

- A. Professional Liability (Errors and Omissions): Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- B. Worker's Compensation: Statutory limits as required by the State of Arizona, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

All insurance must be maintained and be current and the Consultant must name the Airport Authority as an additional insured. No work may begin until the Airport Authority has received Consultant's Certificates of Insurance. Certificates of Insurance must be on file with the Airport Authority and be current at all times.

#### **15. Independent Consultant**

Both Parties hereto will be acting in an individual capacity in the performance of this Agreement and not be acting as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other Party for any purpose whatsoever. Neither Party will assume any liability for any injury (including death) to any persons, nor damage to any property, arising out of the acts or omissions of the agents, employees, or subcontractors of the other Party. Consultant shall be responsible for providing all necessary Unemployment and Workers Compensation Insurance for its employees.

#### **16. Minority and Woman Owned Business Enterprises**

It is the policy of the Airport Authority that Minority and Woman-Owned Business Enterprises shall have the maximum opportunity to participate in the performance of this Agreement. In this regard, Consultant shall take all necessary and reasonable steps to ensure that Minority and Woman-Owned Business Enterprises are given fair and equal opportunities to participate in the execution of this Agreement. Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Airport Authority contracts.

#### **17. Non-Discrimination and Other Assurances**

Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964 the Consultant, and its agents, and subcontractors shall not discriminate against any employee or applicant for employment in the performance of this Agreement. Consultant shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

##### **Civil Rights - General**

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

##### **Civil Rights – Title VI Assurances**

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

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Non-discrimination Acts And Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts,

other sources of information, and its facilities as may be determined by the Airport Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Airport Authority or the Federal Aviation Administration as appropriate, and will set forth what efforts it has made to obtain the information.

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

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Airport Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Airport Authority to enter into any litigation to protect the interests of the Airport Authority. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **Civil Rights – Title VI List of Pertinent Nondiscrimination Acts and Authorities**

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

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

#### **Federal Fair Labor Standards Act**

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

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

#### **Occupational Safety and Health Act of 1970**

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

#### **18. No Third Party Rights**

Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the Airport Authority or Consultant.

#### **19. Non-Waiver**

No right conferred on either Party under this Agreement shall be deemed waived and no breach of this Agreement excused unless such a waiver or excuse shall be in writing and signed by the Party claimed to have waived such right.

#### **20. Order of Precedence; Incorporation by Reference**

Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) this Agreement, (2) Airport Authority purchase order, if any, and (3) Airport Authority's attachments. All of the foregoing, including documents and attachments, are incorporated fully by reference.

## **21. Ownership of Documents**

Items prepared by Consultant or its subcontractors or agents under this Agreement, including but not limited to, all documents, drawings, including design information, concepts, images, renderings, models, cost information, estimates, specifications and reports (“Works”) are to be the property of the Airport Authority.

Consultant hereby represents that it is the owner of and hereby assigns to the Airport Authority all rights, title and interest, including all copyrights, copyright registrations, copyright applications, renewals, extensions and all other proprietary or ownership rights, in all Works and things created by Consultant in whole or in part, or hereafter created by the Consultant in connection with this Agreement, including but not limited to, all works based upon, derived from, or incorporating any Works.

In the event of the termination of Consultant under the provisions of this Agreement or the termination, suspension, abandonment or completion of the tasks outlined herein, the Consultant shall deliver to the Airport Authority within thirty (30) days all Works created by the Consultant in connection with this Agreement. The Airport Authority, as the holder of all rights, title and interest, including all copyrights, in all Works created by Consultant, shall have the right to use or reuse any and all such Works for any purpose at the Airport Authority’s sole discretion and at no additional cost to the Airport Authority.

Consultant agrees that its contracts with any of its subcontractors, or consultants will contain language that will assign to the Airport Authority ownership of Works and things created by such subcontractors or consultants for the Airport Authority on the same terms and conditions as set forth herein.

## **22. Performance**

This Agreement shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modifications thereof.

## **23. Severability**

If one or more clauses, sections, or provisions of this Agreement shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of this Agreement and the enforceable portion(s) of unenforceable provisions shall remain in full force and effect.

## **24. Special Provisions**

The remedies provided in this Agreement shall be cumulative and no one shall be construed as exclusive of any other or of any remedy provided by law and failure of any Party to exercise any remedy at any time shall not operate as a waiver of the right of such Party to exercise any remedy for the same or subsequent default at any time thereafter.

## **25. Suspension and Termination**

In the event that either Party is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits because of natural disasters, actions or decrees of government bodies, the Party who has been so affected shall immediately give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement are suspended. If the period of non-performance exceeds thirty (30) days from the receipt of notice, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

## **26. Termination for Convenience**

This Agreement may be terminated in whole or in part by the Airport Authority whenever, for any reason, the Airport Authority determines that such termination is in the best interest of the Airport Authority. Termination of services shall be affected by delivery to the Consultant of a termination notice at least ten (10) days prior to the effective date of the termination, specifying the extent to which services are to be provided until the termination becomes effective. Consultant shall be compensated for services rendered prior to the effective date of termination. In no event shall the Airport Authority be liable for services received by the Airport Authority after the effective date of termination.

Consultant shall be compensated for services herein provided, but in no case shall total payments made to the Consultant exceed the original price due on the Agreement.

Consultant shall have the right to terminate the agreement if Consultant determines that such termination is in the best interest of the Consultant. Termination of services shall be completed by delivery to the Airport Authority of a termination notice at least ten (10) days prior to the effective date of the termination, specifying the extent to which services are to be provided until the termination becomes effective. Airport Authority shall only be invoiced for services rendered by the Consultant prior to the effective date of termination.

**27. Working Standards**

Consultant agrees to execute its responsibilities by following and applying at all times the highest degree of care expected from consultants in the United States providing similar services such as those required under this Agreement. If the Airport Authority becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Agreement, the Airport Authority may request in writing the replacement of any or all such individuals and the Consultant shall grant such request.

**28. Taxes**

The Airport Authority is exempt from state, federal and local taxes. The Airport Authority will not be responsible for any taxes levied on Consultant as a result of this Agreement.

**29. Integration**

This document incorporates the entire agreement of the Parties and supersedes all prior discussions or agreements concerning any subject matter related hereto. This Agreement may not be amended except by a writing executed by the Parties hereto. The Parties having read and understood the foregoing terms of the attached Agreement do by their respective signatures dated below, hereby agree to the terms hereof.

**30. Captions**

The headings and section titles of this Agreement are inserted only as a matter of reference, and in no way define, limit or describe the scope or intent of any provision of this Agreement.

**Non-Collusion Affidavit**

I hereby certify that I am the duly authorized representative of Consultant and that neither I nor any other member, employee, representative, agent or officer of Consultant has directly or indirectly, to the best of his/her knowledge:

- A. Entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration to any firm or person other than a bona fide employee working solely for me or the Consultant, to solicit or secure this Agreement other than that which appears on the face of this Agreement; or
- B. Agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.

IN TESTIMONY WHEREOF, the Parties hereto have executed this Agreement, the day and year referenced below.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

A(n) <state> <type of company>

**PHOENIX-MESA GATEWAY  
AIRPORT AUTHORITY, a joint powers airport  
authority authorized by the State of Arizona**

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

By: \_\_\_\_\_  
J. Brian O'Neill, A.A.E.

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

Title: Executive Director/CEO

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

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