

# **PHX DVT GYR**

## **CITY OF PHOENIX AVIATION DEPARTMENT**

### **Revenue Contract Solicitation (“RCS”) Request for Responses**

#### **WI-FI SERVICE CONCESSION AT PHOENIX SKY HARBOR INTERNATIONAL AIRPORT AVN RCS 19-038**

#### **SCHEDULE OF EVENTS**

All dates are subject to change without prior notice.

The City of Phoenix is not responsible for cost or losses incurred by any Respondent in the preparation of a Response or due to date changes.

<b>ACTIVITY (All times are local Phoenix time)</b>	<b>DATE</b>
Publish RCS	June 18, 2019
Pre-Response Meeting at 1:00 p.m. Business Outreach Meeting to follow. Tour will begin immediately after the Pre-Response & Business Outreach Meeting	July 26, 2019
Question Deadline: Submittal of Written Questions by 11:00 a.m.	August 5, 2019
Answer Deadline: Answers to Written Questions	August 12, 2019
<b>Solicitation Deadline: Response due by 2:00 p.m.</b>	<b>August 30, 2019</b>
Responsiveness & Responsibility Determination	September 5, 2019
Demonstration	September 19, 2019
Award Recommendation to Phoenix City Council	January 2020
Commencement of Contract	August 1, 2020

#### **Submit Responses and requests for alternate formats to:**

Janet Lee  
Procurement Officer  
City of Phoenix Aviation Department  
2485 East Buckeye Road, Phoenix, AZ 85034-4301  
602-273-2768 (TEL) / 800-781-1010 (TTY)  
[busopps.aviation@phoenix.gov](mailto:busopps.aviation@phoenix.gov)

<https://solicitations.phoenix.gov/Solicitations/Details/482>

This RCS is issued pursuant to Phoenix City Code Chapter 43 and Administrative Regulation 3.10.  
This RCS does not commit the City to award any contract(s).

**CITY OF PHOENIX**  
**Aviation Department**

**AVN RCS 19-038 Wi-Fi Service Concession at PHX**

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## SECTION I – INTRODUCTION

CITY OF PHOENIX  
Aviation Department  
Contracts & Services  
2485 East Buckeye Road,  
Phoenix, AZ 85034

The City of Phoenix (“City”) Aviation Department (“Aviation”) is seeking an experienced provider to install, operate and maintain a new Wi-Fi system at Phoenix Sky Harbor International Airport (“PHX”). The Wi-Fi system must offer both Free Wi-Fi and Pay for Use Wi-Fi Internet access. The Successful Respondent will be authorized to sell advertising as part of the Wi-Fi service.

PHX is among the 10 busiest airports in the U.S. in terms of operations, serving over 44 million passengers through three terminals in calendar year 2018. Visit <https://www.skyharbor.com/about/Information/AirportStatistics> for more PHX statistics.

Phoenix is the third largest airport rental car market in the United States. The Rental Car Center (“RCC”) houses 14 rental car companies and processes approximately 1.4 million rental car transactions annually.

The City of Phoenix Aviation Department’s desired outcomes from this solicitation process are to:

- Select a qualified respondent to provide a world-class Wi-Fi Service to the traveling public at Phoenix Sky Harbor International Airport.
- Provide a high quality customer experience for guests using Wi-Fi service.
- Maximize revenue opportunities associated with the provisioning of Wi-Fi services over the term of the Contract

### A. DEFINITIONS

The following definitions apply to this Revenue Contract Solicitation (RCS). There are additional definitions in the attachments, exhibits, and appendices. If there is a conflict between these definitions and the definitions in the attachments, exhibits and appendices then the definitions in the attachments, exhibits and appendices govern those documents.

AGGRIEVED PARTY means a person or a business that intends a Response that alleges a mistake, impropriety or defect in the solicitation will harm the person or business.

AIRPORT means Phoenix Sky Harbor International Airport in accordance with the context of the contract.

CONTRACT includes any, and all City of Phoenix Aviation Department contracts, subcontracts, agreements, leases, subleases, licenses, permits, concessions or other documents, however denominated that grant or convey a right or privilege on an Airport.



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DAYS means calendar days, except as otherwise expressly provided in this RCS.

DISCUSSIONS means an exchange between the procurement officer and one or more Respondents submitting Responses determined to be Reasonably Susceptible Responses.

GOOD CAUSE means substantial grounds or evidence based upon facts not in dispute as determined by the procurement officer that the failure by an aggrieved party or a Respondent to submit a timely Response, protest or appeal was beyond its control due to misinformation relayed in writing by a city employee.

JOINT VENTURE (JV) means an association between two or more persons, partnerships, corporations, or any combination thereof, formed to carry on a single business activity.

LEASE is a written agreement with the City to conduct business on City property.

PROGRAM means collectively the proposed Wi-Fi system at PHX.

REASONABLY SUSCEPTIBLE RESPONSE means a Response that, based on the evaluation criteria, has a substantial chance of resulting in a Contract award.

RESPONDENT means an individual, partnership, JV, corporation or firm that submits a Response to the City to perform services requested by a RCS.

RESPONSE means a written response to this Revenue Contract Solicitation.

RESPONSIBLE means to be fully capable of meeting all requirements of the solicitation, including possessing the capacity, operational and financial capability, and integrity to perform as contractually required.

RESPONSIVE means an offer or Response that on its face satisfies all material requirements of the solicitation.

REVENUE CONTRACT SOLICITATION (RCS) A solicitation for revenue contracts, including all amendments or supplements thereto.

SUBCONTRACTOR means an individual, partnership, JV, corporation or firm that holds a contract at any tier below the Lease, including a vendor under a purchase order.



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SUBTENANT a person or entity that leases property from Respondent.

SUCCESSFUL RESPONDENT means an individual, corporation, firm or JV that has been selected by the City to perform services requested by a RCS.

### B. MINIMUM QUALIFICATIONS

Each Respondent must demonstrate in their Response that they meet the minimum qualifications listed below and include all information requested in this section or the Response will be rejected as non-responsive.

Respondents must demonstrate and submit documentation providing evidence that the minimum qualifications listed below have been met in order to have their Response considered. **City of Phoenix Aviation Department reserves the sole right to determine if Respondents meet the minimum qualifications.**

1. Respondent must have five (5) continuous years of experience providing a managed Wi-Fi service at a commercial large hub airport or a similar sized high volume public venue which may be measured by the size of the facility or monthly number of Wi-Fi users at the public venue. Respondent cannot use a subcontractor's experience to meet this minimum qualification.
2. Respondent must have prior experience in successfully generating revenue through provision of public Wi-Fi service and provide verification of two years minimum annual gross sales receipts in excess of \$750,000.
3. Respondent must provide a Response Guarantee in the form of a cashier's check payable, without condition or restrictive endorsement, to the City of Phoenix in the amount of \$10,000.
4. Evidence of ability to obtain the required insurance (**Exhibit 5**); such as a commitment letter from an underwriter confirming that Respondent is insurable for the required coverages in the required limits.

### C. GOOD STANDING

Any Respondent that currently contracts with the City must be in good standing for its Response to be considered responsive. For purposes of this RCS, good standing refers to compliance with all contractual provisions, including payment of financial obligations.



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### D. OUTREACH REQUIREMENTS

#### **Form EO1 – Statement of Outreach Commitment**

Each Respondent must sign, date and submit a completed **Form EO1 - Statement of Outreach Commitment (Exhibit 11)**, with its Response submittal. Failure to submit a completed Form EO1 will result in a non-responsive response and the offer will be disqualified from further evaluation.

The Contract is subject to ACDBE Program requirements issued by USDOT in 49 CFR Parts 23 and 26. Despite the lack of a race- and gender-conscious ACDBE participation goal for this Contract, the Agency must track and report ACDBE and DBE participation that occurs as a result of any procurement, JV, goods/services, or other arrangement involving an ACDBE or DBE. For this reason, the Successful Respondent must provide all relevant information to enable the required reporting.

Phoenix Sky Harbor International Airport has a national market for small business participation. **Successful Respondent is required to provide a corporate Small Business Participation Plan, Form EO2 (Exhibit 12), and Form EO3 (Exhibit 13) within 60 days following Contract execution for City approval; such approval must not be unreasonably withheld.** The Plan must contain strategies to foster small business participation and information concerning the small businesses, including names of firms and addresses.

Every year on the anniversary date of the Contract, Respondent is required to provide to Airport any material changes to its Airport approved plan.

Furthermore, Successful Respondent is required to comply with Airport ACDBE Program Plan and 49 CFR Parts 23 and 26. Respondent must track and report all ACDBE, DBE, and/or small business participation that occurs at Airport as a result of a contract, procurements, purchase orders, subleases, JV, goods/services or other arrangements involving sub-tier participation. Such documentation must be entered monthly into the internet-based reporting program Business2Government (B2G) System at [www.phoenix.diversitycompliance.com](http://www.phoenix.diversitycompliance.com).

### E. EQUAL PAY REQUIREMENTS

In 2015, Phoenix City Council amended Phoenix City Code Section IV, Article V, 18-21.

Equal Opportunity Requirements, known as the Equal Pay Act, to define expectations of all Contracts with the City of Phoenix. **Exhibit 7** details the Act, as well as Federal and State provisions. As part of the Response for this RCS, Respondents are



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required to provide information on how they support, communicate, ensure and comply with these requirements. **Respondents are expected to be as detailed as possible.**

### F. CONTRACT TERM & CONTRACTUAL RELATIONSHIP

The Contract will become effective on the date of execution by the City (“Effective Date”). On or about August 1, 2020 (“Commencement Date”), the Successful Respondent will begin to operate and manage the Wi-Fi Concessions at PHX in accordance with the Contract. The primary term of the Contract will be for three (3) years, with two one-year extension options, which will be exercised at the sole discretion of the Aviation Director. The primary term will be preceded by a six-month initial term for transition and system implementation and commissioning.

The information in this RCS is not intended to completely define the proposed contractual relationship to be entered into by the City and the Successful Respondent. Respondents are advised to read carefully the draft Contract, to which the Successful Respondent shall be bound. The Contract terms may be amended at the sole discretion of the City at any time during the RCS process prior to execution. A copy of the draft Contract is attached as **Exhibit 1**.

### G. EXECUTION OF CONTRACT

The Aviation Department will send the final Contract to the recommended Respondent after Phoenix City Council approves the Award Recommendation. Within sixty (60) days from Phoenix City Council approval, the Successful Respondent must sign and submit the final Contract to the City. The City may request City Council approval to award the Contract to the next highest scored Respondent in the event the City does not receive the signed Contract and all other required documentation from the Successful Respondent within 60 days. The Contract terms may be amended at the sole discretion of the City at any time during the RCS process and/or prior to execution.

If the recommended Respondent is subject to regulation by the Arizona Corporation Commission (ACC), it must be authorized or in the process to be certified to transact business in Arizona and be in good standing with the ACC at the time it signs the Contract.

### H. GUARANTEE INSTRUMENTS

1. Response Guarantee: Each Response must be accompanied by a ten-thousand dollar (\$10,000) Response Guarantee in the form of a cashier's check payable, without condition or restrictive endorsement, to the City of Phoenix for each



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Response. **Each Respondent’s Response Guarantee must be submitted in a separate sealed envelope clearly marked “Response Guarantee” along with the Response.**

Response Guarantees of all unsuccessful Respondents will be returned, without interest, immediately after formal award of the Contract has been made by the Phoenix City Council or after all responses have been rejected by the City.

The Response Guarantee of the Successful Respondent must be returned, without interest, immediately after Successful Respondent has furnished the City with the Performance Guarantee instruments and insurance policies required by the Contract. Should the Successful Respondent fail to execute the Contract or furnish the Performance Guarantee instruments or insurance within 60 days of City Council approval of the Contract, then the Successful Respondent’s Response Guarantee will be forfeited as liquidated damages.

2. Performance Guarantee: Upon execution of the Contract, the Successful Respondent will be required to post and maintain with the City a Performance Guarantee in the form of a Letter of Credit (LOC) in the amount of six (6) months’ Minimum Annual Guarantee (MAG) rent. The LOC shall be in the form provided in **Exhibit 4**.

The LOC shall be issued by either: (1) a financial institution with counters in the Phoenix metropolitan area at which the City may make draws on the LOC; or (2) a financial institution with headquarters in the United States on which City may make telefacsimile draws. Unless City receives a written extension of the LOC in a form acceptable to City at least sixty (60) days before the end of the term of the LOC, City, without notice to Contractor, may draw upon the full amount of the LOC and retain all proceeds as a cash performance guarantee. Any changes to the Letter of Credit required provisions must be approved in advance by the Aviation Director.

Duty to Restore: The performance guarantee insures the full and timely performance by Contractor of all its obligations under this Contract and is security for payment by Contractor of all claims by City. City may draw on or make a claim against the performance guarantee if Contractor breaches or fails to perform under this Contract. If City draws on or makes a claim against the performance guarantee, then Contractor, upon demand from City, shall replenish the performance guarantee to its previous amount within thirty (30) days of City’s draw or claim.

Return: After the expiration or earlier termination of this Contract, City will return the performance guarantee to Contractor less any Fees, Additional Payment, or any other amount due to City.





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### I. PRE-RESPONSE MEETING

Respondents are strongly encouraged to attend the Pre-Response meeting that will be held at the City of Phoenix Aviation Department Office, Phoenix Aviation Advisory Board (PAAB) Room, 2485 E. Buckeye Road, on the date and time listed on page 1. In addition, a Business Outreach meeting and partial tour of the location(s) will be offered immediately following this meeting. Please email: [busopps.aviation@phoenix.gov](mailto:busopps.aviation@phoenix.gov) to register for the meetings and tour.

### J. QUESTIONS AND ANSWERS (Q&A) PROCESS

Respondents are strongly encouraged to read this RCS in its entirety, including all attachments, exhibits, and appendices. Failure to read and/or understand any portion of this RCS will not be cause for waiver of any portion of the RCS or subsequent Contract.

If Respondents discover any mistakes, improprieties, or defects, they may submit a report of any mistakes, improprieties, or defects in writing to the Procurement Officer, ([busopps.aviation@phoenix.gov](mailto:busopps.aviation@phoenix.gov)) no later than the question deadline listed on page 1.

All questions about this RCS must be submitted in writing no later than the question deadline listed on page 1 to [busopps.aviation@phoenix.gov](mailto:busopps.aviation@phoenix.gov). All written questions will be responded to in writing and available at: <https://solicitations.phoenix.gov/Solicitations/Details/482>

### K. AMENDMENTS TO RCS

Aviation may amend this RCS before or after the solicitation deadline listed on page 1. Changes to this RCS will be in writing as an addendum and posted at <https://solicitations.phoenix.gov/Solicitations/Details/482>. It is the Respondent's responsibility to check the website and review all updates and postings.

Respondents may not rely on any statement by any City employee, consultant, or official regarding this RCS unless the statement made is published as an addendum or confirmed in writing as part of the Q&A process.

### L. RESPONDENT EXCEPTIONS

The City will award the Contract on a fair and competitive basis and will not accept any changes to the material provisions or requirements of this RCS. Respondents that take exception to, add to, or subtract from any material provision or requirement of this RCS may be considered as attempting to change the provisions or



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requirements of this RCS to gain an unfair advantage over other Respondents. Responses including such exceptions or changes, or that are conditional, are subject to rejection as non-responsive Responses. Non-material exceptions or changes will only be considered if approved by the City during the Q&A process. No new exceptions or changes will be considered after the recommended Respondent has been identified.

### M. DEMONSTRATIONS

Respondents may be invited to provide a hands-on presentation of their proposed Wi-Fi System at the City of Phoenix. The City may also require a hands-on lab demonstration based on the script developed by the City designed specifically for the evaluation panel. The demonstration provided by the Respondent is at no cost to the City. The exact date, time, and conditions of the evaluation will be communicated accordingly.

### N. AIRPORT SECURITY

Individuals assigned to work at Phoenix Sky Harbor International Airport premises as a result of this RCS must pass a fingerprint-based Criminal History Records Check, pass a Federally-mandated Security Threat Assessment, and obtain an Aviation-issued security credential or badge.

Successful Respondent must comply with all airport security requirements.

Visit: <https://skyharbor.com/docs/default-source/default-document-library/newcompanyinformationmanual.pdf> for current information and <https://skyharbor.com/Business/RulesAndRegulations> for current Airport Rules and Regulations.

### O. INFORMATION SECURITY RISK ASSESSMENT REQUIREMENT

Respondent must complete the Information Security Risk Assessment Questionnaire and submit the completed questionnaire with the Response by the solicitation deadline. Failure to submit the questionnaire may result in a non-responsive Response (**Exhibit 15**).



## SECTION II – SCOPE OVERVIEW AND EVALUATION CRITERIA

CITY OF PHOENIX  
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### A. OVERVIEW

PHX currently contracts with a third-party vendor to provide and support public Wi-Fi in the three terminals and the Rental Car Center (RCC). On average, out of the 123,000 daily passengers, 33,000 unique users connect to the network. On an annual basis, approximately 12 million passengers access Wi-Fi service at Phoenix Sky Harbor International Airport. Current Access Point Locations and Counts are available upon request through the Procurement Officer.

The Successful Respondent shall design, provide necessary equipment, install, implement, operate, and maintain an uninterrupted Wi-Fi network, per the requirements outlined in this RCS. Passengers must have an option to choose free Wi-Fi service or a Pay for Use Wi-Fi service with the provider (Successful Respondent). Wi-Fi is to be accessible at PHX at the locations defined in **Section II H**. The City reserves the right to add, change, or delete locations as circumstances may require.

The Successful Respondent will also be granted the right to sell advertising for users of the free Wi-Fi service.

At the City's option, and in accordance with **Exhibit 1: Draft Contract - Wi-Fi Service Provider Concession Contract**, the scope of work may be modified to: add to, or subtract from, the number of facilities to be serviced by the Successful Respondent; add or alter revenue-generating products or services, such as a Distributed Antenna System (DAS) system; and any other modification(s) that would more effectively meet the needs of the traveling public. The City reserves the right to negotiate directly with the Successful Respondent to implement, operate, and maintain additional products and services, including but not limited to a DAS system at PHX facilities.

### B. WI-FI SERVICES

The current Wi-Fi service at PHX directs passengers to a captive portal developed by the provider for the customer to select a Wi-Fi service offering. The portal supports all wireless devices, including laptops and other personal devices such as smart phones and tablets, used to access the Wi-Fi services. Respondent shall provide means to onboard guests to the Wi-Fi service.

The proposed Wi-Fi network must have the capacity for users to access and download digital media or downloadable content distributed through the internet such as video, audio, text and images. The Successful Respondent will be responsible for ensuring activity on the Wi-Fi network complies with all applicable laws and for responding promptly to any complaints or demands by owners of intellectual property, including copyrights and trademarks.



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The Successful Respondent will be responsible for installing a new Wi-Fi network by the end of July 2020. Successful Respondent is accountable for all costs associated with the equipment, implementation, operating, and maintaining the Wi-Fi network throughout the term of the contract and any exercised extension options. A transition plan from the current Wi-Fi environment to the new Wi-Fi environment must be included in the Response.

PHX will have the right to require the Successful Respondent to increase minimum speeds and refresh equipment at no cost to the City, to ensure that the PHX Wi-Fi remains current with advancing technology.

The Successful Respondent shall be required to provide live user support services 24 hours a day, 7 days a week and maintain a 99.99% level of Wi-Fi service availability.

1. Free Wi-Fi

The Successful Respondent must provide free Wi-Fi service in all public areas of PHX, up to a speed of 100 mbps (per user) in year one and propose an annual network transmission speed increase for the remainder of the Contract term.

2. Pay for Use Wi-Fi

The Successful Respondent must provide Pay for Use Wi-Fi service in all PHX locations, and provide a roadmap indicating annual increases of minimum service speed as part of the Response.

A complete description of the system and service requirements is included in **Exhibit 1** (Draft Contract - Wi-Fi Service Provider Concession Contract, Section 4 Wi-Fi Service Concessions Requirement).

The Successful Respondent will meet the City's Wi-Fi specifications defined in **Exhibit 1** (Section 4 Wi-Fi Service Concession Technical Requirements).

### C. CABLING AND PHYSICAL SPACE

Based on proposed design, the Successful Respondent shall be responsible for any required fiber and cabling infrastructure. Successful Respondent is responsible to negotiate terms and conditions with the current service provider of Wi-Fi services to access / utilize the existing cable infrastructure til the end of the current contract term. If any existing infrastructure is available for use and the Successful Respondent utilizes it, the City makes no assurances or guarantee on the performance and state of this network and cabling infrastructure. If any of the new or existing infrastructure fails, it will be replaced or repaired at the sole cost of the Successful Respondent.



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The Premises, such as network closets will be in “as is” condition at a location to be determined with the Successful Respondent. All tenant improvements (TI) must be provided by the Successful Respondent in compliance with Aviation policies and procedures and all Contract provisions.

### D. REVENUE GENERATION

The Successful Respondent will be granted the right to generate revenue through the Wi-Fi services that are approved by the Aviation department. Any advertisements and/or sponsorships must be location-based. The Successful Respondent will provide PHX with the aggregate amount of all sales generated and for services rendered by the Successful Respondent, and any other revenues of any type arising out of or in connection with the Successful Respondent’s operation or obligations under the Contract on the Premises, regardless of when or where the sales or orders are received, where performed by the Successful Respondent, its subsidiaries, associated companies and any other entity. Examples of revenue generating opportunities include, but not limited to:

#### 1. Pay for Use Wi-Fi

The Successful Respondent may charge users a fee to access the Pay for Use Wi-Fi.

The Respondent should submit a proof of PCI DSS Certification (Payment Card Industry Data Security Standard) with the Response. The City will not enter into a contract with a Respondent that has not provided proof of the PCI DSS Certification. The PCI DSS Certification will ensure the Successful Respondent has all required measures in place to secure customer credit card payments for paid Wi-Fi services.

#### 2. Advertising on the Free Wi-Fi service

The Successful Respondent will be responsible for identifying and recruiting potential advertisers and selling Free Wi-Fi service advertising opportunities. Advertising on the Free Wi-Fi service must be user-friendly and consistent with PHX branding as America’s Friendliest Airport™. This means a limited number of click through and/or advertisement videos. Video advertisements are limited to a maximum of 30 seconds with an opt-out option at 5 seconds. Respondent may propose alternative opt-out options with customer experience and revenue opportunities. All video advertisements must be pre-approved by PHX.

The Successful Respondent will be granted the exclusive right to sell advertising space on the Free Wi-Fi service with the approval of the Aviation Department.



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The Successful Respondent will have no rights to any other advertising venues in the terminals, the RCC, Sky Train stations, or other Aviation locations or buildings.

Respondent must propose multiple options to generate advertisement-based revenue as part of the proposal including but not limited to landing page-based advertisement, videos, dynamic location-based advertisement (such as, passengers in Terminal 3 are presented advertisements of businesses closer to them, etc.)

### 3. Sponsorship

The Successful Respondent may generate revenue through the sale of sponsorships of the free Wi-Fi system. The airport may receive payment for services such as automated audio paging announcements to advertise the sponsorship, as well as space on digital signage within the airport information display system. All announcement and digital display content must be approved by PHX. Provider can also use the Wi-Fi connection portal / landing page for sale of sponsorships with Aviation approval.

### 4. Downloadable Content

The Successful Respondent may generate revenue through the sale of downloadable content.

### 5. Data Sharing

The Successful Respondent may generate revenue through sharing aggregate or individual usage data such as anonymous user information including; location, web browsing history, metric reports, and external marketing and analytics reports. Under no circumstances will the Successful Respondent share data with third parties that identify any personal identifiable information (PII) of passengers or Wi-Fi users or one that identifies users specifically at PHX.

The Successful Respondent will collect and provide PHX an Application Programming Interface (API) with such depersonalized data (no individual identification or browsing data). The Response should include an example of the API data.

## E. **MINIMUM ANNUAL GUARANTEE (MAG) or PERCENTAGE RENT**

Throughout the term of the Contract, the Successful Respondent must pay a Minimum Annual Guarantee (MAG) or Percentage Rent derived from gross sales, whichever is greater. Annual rent adjustments will be made as described in Exhibit 1.

Each Respondent must propose the first year MAG (**Exhibit 8**) of gross sales. The proposed MAG must be \$340,000.00 or greater.





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### F. RENT DURING INITIAL TERM

During the initial six months of the Contract term, the Successful Respondent will implement and transition the new Wi-Fi system at PHX. If the Successful Respondent completes the implementation and transition prior to the Primary Term date or August 1, 2020, whichever occurs first, then the Successful Respondent will pay to the City percentage rent in the amount of 35% of gross revenue earned during the Initial Term. At the commencement of the Primary Term, rent will be in the amount of 35% of gross revenue earned or the MAG, whichever is greater.

### G. ADDITIONAL SPACE

Successful Respondent will have 188 units of space made available to them. Additional airport storage (support space) may be made available to the Successful Respondent. Additional support space, if available, would be charged at the Technology Tenant Services (TTS) rate / per (unit) of rack space in effect at the time of leasing. The current rate is \$50.00 / per unit of rack space and may be adjusted every year in July. Due to the limited amount of support space available in the terminals, the Successful Respondent may need to secure off-airport storage, office and distribution space to support their airport operations at its own cost. The City will not reimburse the Successful Respondent for any off-airport storage or space that is leased during the Contract term.

### H. COVERAGE AREA

The Wi-Fi service will cover at minimum, all in-building public access space within the following airport areas:

- Terminal 3
- Terminal 4
- Rental Car Center (RCC) – rental car front office level
- Sky Train Stations
  - Existing stations: East Economy, 44<sup>th</sup> Street, Terminal 3, Terminal 4
  - Future stations: RCC, 24<sup>th</sup> Street

Terminal 2 is not included in the scope of services. It is expected that Terminal 2 will cease to support airport operations and subsequently be decommissioned by the commencement of the new services under this Contract.

### I. SERVICE EXPANSION

In addition to the coverage area requirements mentioned in section II(H), PHX expects future expansion of the Wi-Fi service to meet the growth of the airport's operation. Respondent shall provide details on how it will facilitate service expansions at the request of the airport to cover following two scenarios:



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i. Expansion of the Wi-Fi service to additional public areas of the airport to meet coverage requirements. For example, future curb side Wi-Fi service expansion for passenger use.

ii. Expansion of the Wi-Fi service to non-public areas of the airport to support operational requirements. For example, future baggage handling and makeup area, Wi-Fi service expansion for airline use.

For scenario i above, Respondent shall provide the commercial model to facilitate expansions. For example, the Respondent can provide an all-inclusive per access point cost for expansion of Wi-Fi service in public areas of the airport.

For scenario ii above, Respondent shall also offer two expansion models at a minimum:

- a. Respondent offers Wi-Fi service directly to the airport tenant or 3<sup>rd</sup> party with a percent revenue share to PHX. In such case, the Respondent shall expand the service at its own cost to meet the tenant requirement.
- b. Airport offers the Wi-Fi service directly to a tenant or 3<sup>rd</sup> party based on the service expansion provisioned by the Respondent. Respondent shall include details of the commercial model to facilitate this scenario.

In all scenarios, Respondent must be able to offer service via shared SSID, and/or dedicated SSIDs.

### J. EVALUATION CRITERIA

All responsive and responsible Responses will be evaluated based on the following criteria. The sub-criteria, listed in their respective tabs under Section III, “Response Instructions,” “Delivery of Responses,” will be considered by the evaluation panel, but are neither individually weighted, nor listed in order of importance. This is a best-value-to-the-City-procurement.

A. Method of Approach to Providing Wi-Fi Services	0-400 Points
B. Proposed Minimum Annual Guarantee (MAG)	0-250 Points
C. Qualifications and Experience of Respondent	0-200 Points
D. Business Plan	0-150 Points

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**Total Points Available**

**1000 Points**





## SECTION III – RESPONSE INSTRUCTIONS

CITY OF PHOENIX  
Aviation Department  
Contracts & Services  
2485 East Buckeye Road,  
Phoenix, AZ 85034

### A. DELIVERY OF RESPONSES

Each Respondent must submit the following information in a sealed package marked with the Respondent's name, address, and the name of this RCS on the outside of the sealed package:

- Respondent's Name
- Respondent's Address (as shown on the Certification Page)
- AVN RCS 19-038
- RCS Response to: Wi-Fi Service Concession at PHX

One (1) original Response, eight (8) hard copies of the Response, and one (1) electronic copy of the Response on a USB drive or CD, using unlocked pdf format and in the same page order as the hard copy.

Responses **must** be received by Aviation's administrative receptionist at the address listed on page 1, during the normal business hours of 8:00 a.m. to 5:00 p.m., before the solicitation deadline listed on page 1. Respondents may correct or withdraw their Response(s) any time before the solicitation deadline listed on page 1.

**Responses received after the deadline date and time will be rejected as non-responsive unless Good Cause is shown.** If a late Response is submitted, the Aviation Department will document the date and time of the submittal of the late Response, keep the Response and notify the Respondent that its Response was disqualified for being a late Response.

Each Response must include all of the following and must be organized using the Tab numbers listed below:

#### Tab 1: TABLE OF CONTENTS AND SUBMITTAL REQUIREMENTS

1. Cover Letter (1 single-sided page limitation) including the Name of the Respondent. If Respondent is a joint venture (JV), then indicate all partners and each partner's percentage of ownership interest in the JV.
2. Table of Contents for entire Response, including page numbers
3. Notarized Affidavit (**Exhibit 6**)
4. Letter of Declaration / Equal Pay (**Exhibit 7**)
5. Bank's Letter of Commitment – Each Respondent must provide a letter from its bank communicating the bank's commitment to provide the Respondent, if successful, with a Letter of Credit in an amount equal to six (6) month's Minimum Annual Guarantee (MAG)
6. Conflict of Interest and Solicitation Transparency Disclosure Form (**Exhibit 14**)
7. One completed copy of Form EO1 – Statement of Outreach Commitment (**Exhibit 11**)



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8. One completed copy of the Information Security Risk Assessment Questionnaire (**Exhibit 15**)

### Tab 2: MINIMUM QUALIFICATIONS

Each Respondent must demonstrate in their Response that they meet the minimum qualifications listed below and include all information requested in this section or the Response will be rejected as non-responsive. **City of Phoenix Aviation Department reserves the sole right to determine if Respondents meet the minimum qualifications.**

1. Respondent must have five (5) continuous years of experience providing a managed Wi-Fi service at a commercial large hub airport or a similar sized high volume public venue which may be measured by the size of the facility or monthly number of Wi-Fi users at the public venue. Respondent cannot use a subcontractor's experience to meet this minimum qualification.
2. Respondent must have prior experience in successfully generating revenue through provision of public Wi-Fi service and provide verification of two years minimum annual gross sales receipts in excess of \$750,000.
3. Respondent must provide a Response Guarantee in the form of a cashier's check payable, without condition or restrictive endorsement, to the City of Phoenix in the amount of \$10,000.
4. Evidence of ability to obtain the required insurance (**Exhibit 5**); such as a commitment letter from an underwriter confirming that Respondent is insurable for the required coverages in the required limits.

### Tab 3: METHOD OF APPROACH TO PROVIDING WI-FI SERVICES AT PHX

**Method of Approach to Providing Wi-Fi Services:** Respondents will describe its overall approach to provide Wi-Fi services at PHX by using a narrative to detail the methodology to meet the following requirements:

- A. Overall approach to providing Wi-Fi services
- B. Free Wi-Fi onboarding process and end user experience with proposed advertisement models
- C. Customer Service Plan
- D. Implementation Plan
- E. Transition Plan from existing Wi-Fi service / system
- F. Operations and Maintenance Plan
- G. Processing Environment
- H. Addressing future growth (in terms of end users, bandwidth, speed,



## SECTION III – RESPONSE INSTRUCTIONS

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- expansions, new technologies, etc.)
- I. Providing enhanced Wi-Fi experience for free Wi-Fi users from a speed and capacity standpoint
  - J. Demonstration of user experience and engagement process, describing at a minimum with the aid of graphics or wire frames:
    - User experience when connecting to the free Wi-Fi service
    - User experience when connecting to the paid Wi-Fi service
    - Multiple forms of advertisement and sponsorship options
1. Customer Service Plan, including:
    - Customer service delivery mechanisms (e.g., telephone, on-line) for response times to Wi-Fi users;
    - Established customer service level standards (SLA);
    - Number of steps required by users to access Free Wi-Fi, including number of clicks or length of advertising to be viewed;
    - Any additional support services provided to customers and end users
  2. Implementation and Transition Plan, including a description of its:
    - Implementation methodology to include detailed project schedule (all activities, average time required for each phase and milestones leading up to go-live), transition plan from existing service, and any options for acceleration;
    - Physical space requirements;
    - Proposed Wi-Fi layout and RF (Radio Frequency) design (include diagrams) that shows RF coverage, speed and quality metrics as designed in the form of heat maps;
    - As-builts drawings showing all Access Point (AP) locations, fiber and cat 6 paths and equipment locations per City standards
    - Design considerations to provide 99.99% service uptime
  3. Operations and Maintenance Plan, including the approach to:
    - Providing 24x7 remote service monitoring via a staffed Network Operations Center (NOC);
    - Providing access to online portal for visibility into complaints, issues and trouble tickets that pertain to PHX end users using the Wi-Fi service;
    - Conducting business reviews to review usage, performance to Service Level Agreement (SLA) metrics and future plans, including frequency of reviews;
    - Escalating customer issues;
    - Identifying the severity level of issues and prioritizing issues for resolution;
    - Installing product upgrades and routine patching;
    - Maintaining services and on-going technical and user support;



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- Measuring customer service performance and taking corrective action when customer service performance levels are inadequate;
  - Tracking outstanding issues and reporting them to customers;
  - Notifying customer staff on outages and service degradation;
  - Providing root cause analysis (RCAs) for issues that result in service outages or major degradation of service;
  - Tracking technical and user support using metrics and/or SLAs;
  - Cyber Security monitoring and management plan impacting the Wi-Fi service at PHX
4. Processing Environment, including:
- Confirmation that the proposed system utilizes the most current Wi-Fi standards;
  - High availability features of the environment. Provide diagrams as appropriate and explain if there are any layers of the solution where there will be any single points of failure (e.g. switches, database servers). Describe whether fail-over to high availability components is manual or automatic;
  - Physical off-site processing environment for production and disaster recovery processing, including location, data center floor space, air conditioning, physical security system, electrical systems and grid connections, uninterruptible power supply (UPS) systems, generator backup, telecommunications connectivity and redundancy, water systems, fire suppression systems, etc. Include diagrams as appropriate
  - Provide documentation of routine external security review/certification;
  - Detailed Cyber Security plan and approach utilized to design, provision and maintain Wi-Fi service at PHX. Security standards for: 1) viruses, worms, etc.; 2) denial of service attacks; 3) intrusion detection; 4) operating system security; 5) physical security; and 6) confidentiality and data integrity. Respondent should provide its privacy policy to be employed;
  - Technical processing environment for production and disaster recovery, including hardware, network, systems software, and operating system. Include diagrams as appropriate.

Respondent will also specify: 1) the network connectivity to the Internet Service Provider to include the service speed (bandwidth); 2) whether the City will be able to validate the security review at a pre-scheduled time; and 3) a listing of the number, impact and severity of security attacks encountered via web or Wi-Fi access of the proposed system over the last 2 years at other sites.



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### Tab 4: PROPOSED MINIMUM ANNUAL GUARANTEE (MAG)

Throughout the term of the Contract, the Successful Respondent must pay a Minimum Annual Guarantee (MAG) or Percentage Rent derived from gross sales, whichever is greater.

Respondents will be evaluated on its proposed first year Minimum Annual Guarantee. **The proposed first year MAG must be \$340,000.00 or greater.**

Respondent must complete and submit **Exhibit 8**.

### Tab 5: QUALIFICATIONS AND EXPERIENCE OF RESPONDENT

Respondent will be evaluated on the Respondent's qualifications and experience in implementing and maintaining Wi-Fi networks in a large hub airport or similar environment. Respondent must include a narrative detailing its background, experience, and qualifications which includes the following:

- A. Number of years in business providing similar products / services as required in this RCS;
- B. Organizational chart reflecting key personnel for the work including descriptions of their duties under the Contract. Key personnel shall include at a minimum of managers and supervisors or the implementation team;
- C. Qualifications and experience of the key personnel identified in subsection B above to perform under this Contract and implement the Wi-Fi system;
- D. Experience in transitioning from an existing Wi-Fi service or system to a new system with minimal service disruption;
- E. Proven ability to meet financial commitments in the form of MAG and/or percentage rent; and
- F. Names and contact information of at least three (3) organizations / references (**Exhibit 10**), excluding PHX, for which the Respondent has provided substantially similar work in the last five (5) years.
- G. Qualifications and experience implementing and managing Wi-Fi networks as managed services in airports or similar sized environments
- H. Experience in providing managed Wi-Fi services in a 24x7 environment with high availability and uptime requirements, as described
- I. Provide proof of PCI DSS Certification (Payment Card Industry Data Security Standard)



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### Tab 6: BUSINESS PLAN

Respondent will be evaluated on its ability to monetize the Wi-Fi services through advertisements and other revenue generating opportunities. Respondent will also be evaluated on its financial projections / proforma and marketing plan:

- A. Financial Projections / Proforma
- B. Marketing Plan
- C. Roadmap for increasing Wi-Fi revenue for PHX

#### **Financial Projections (Pro Forma)**

Respondent must indicate the projected gross sales and expenses for each year of operation, including optional extension years. The Pro-forma shall be evaluated by the selection panel in terms of reasonableness; demonstrated understanding of the proposed location; viability of the proposed operation; and ability to fund continuing operations from cash flow generated by the business.

#### **Respondent must provide the following information:**

1. Complete and submit **Exhibit 9**.
2. Please submit in writing the underlying assumptions and any additional documentation supporting sales projections. The underlying assumptions information should not exceed one (1) 8.5" by 11" type-written page.

#### **Marketing Plan**

A percentage of the gross revenues to the Successful Respondent under the contract is an important source of revenue to PHX. Therefore, the Respondent should provide a marketing plan to generate and grow the revenue stream through the Wi-Fi network.

#### **Plan for Increasing Wi-Fi Revenue**

Respondent shall provide a plan that details strategies that it will utilize to increase revenue generated from the Wi-Fi service during contract term.

### **B. FORM OF RESPONSE**

Responses must conform to the format specified above. Responses that are incomplete, obscure, conditional, or contain additions not requested, changes, or exceptions to material provisions or requirements of this RCS, or irregularities of any kind, are subject to rejection as non-responsive.

Forms are provided as Exhibits of the RCS to organize the information to be submitted in each Response. The forms must be submitted, with no modifications, additions, or conditions, in the Response in the size in which they



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are provided with the same font style and size used on the Exhibits. Each Respondent is responsible for ensuring the forms are complete.

Where financial or numerical data is provided, the Respondent is responsible for the accuracy of its numbers and calculations. All dollar amounts must be in U.S. dollars.

The original Response and each hard copy must be submitted in a 3-ring 8.5" x 11" binder. Responses are limited to forty (40) double-sided (or 80 single-sided), letter-size pages typed in 12 point Arial font. The pages of each Response must be numbered. Exhibits and financial information, including the Pro Forma, will not be counted towards the 40 double-sided (or 80 single-sided) page limit. Any additional pages that exceed the 40 double-sided (or 80 single-sided) page limitation will be removed from the Response and not be considered during the evaluation process.

Respondents are responsible for reading and complying with all requirements of this RCS.





## SECTION IV – DETERMINATION OF RESPONSIVENESS AND RESPONSIBILITY AND EVALUATION

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### A. RESPONSIVENESS AND RESPONSIBILITY

All Responses will be reviewed for responsiveness and responsibility, documentation of minimum qualifications, completeness, and adherence to the RCS requirements.

The qualifications will be reviewed by the Procurement Officer or an evaluation panel in accordance with the criteria set forth in the RCS. If the Respondent's Response is deemed not responsive or not responsible, as defined in Definitions, Section 1A, of this RCS, or does not meet the minimum qualifications, then no additional opportunity to supplement the qualifications will be afforded to the Respondent.

**City reserves the sole right to determine the sufficiency of qualifications and experience of all Respondents.**

### B. EVALUATION

The Aviation Director will appoint an evaluation panel to evaluate all responsive Responses and recommend the Respondent to be awarded the Contract resulting from this RCS. The Procurement Officer may accept the evaluation panel's recommendation and submit it to the Phoenix City Council for approval or may reject the recommendation. If only one Response is responsive to this RCS, then the Aviation Director shall have the discretion to determine whether the evaluation panel(s) or staff will evaluate the responsive Response.

The evaluation panel may interview all Respondents or create a short-list of Respondents to interview. The same evaluation panel will be used for the short-list and the interview process. A short-list of Responses, when used, is a list of Responses identified by the evaluation panel, based on the evaluation criteria in this RCS, as those that have a substantial chance of resulting in contract award in comparison to all responsive Responses submitted. The evaluation panel may consider information from the interviews or demonstrations that clarifies the written Responses.

The evaluation panel will score the Responses by consensus based on the evaluation criteria. The City will retain the consensus scoring for each criterion for each Respondent. The City does not retain individual panelists' scores.

### C. DISCUSSIONS

The Procurement Officer may hold Discussions, based on the evaluation panel's review. Discussions may be conducted orally but shall be confirmed in writing. In conducting Discussions, the Procurement Officer may not disclose any information derived from Responses submitted by competing Respondents. The Procurement Officer may request Response revisions from all Respondents with whom discussions were held. The Procurement Officer will facilitate the evaluation of any revisions in the revised Responses resulting from the discussions.





## SECTION V – GENERAL TERMS AND CONDITIONS OF THE RESPONSE

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### A. SOLICITATION TRANSPARENCY POLICY

1. Commencing on the date and time a solicitation is published, potential or actual Respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer or their designee) at a public meeting, posted under Arizona Statutes, until the resulting agreement is awarded or all Responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation. As long as the solicitation is not discussed, potential or actual Respondents may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff who is not involved in the selection process.
2. Potential or actual Respondents may discuss their Response or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice will identify the participants and the subject matter, as well as invite the public to participate.
3. With respect to the selection of the successful Respondent, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective or actual Respondents.
4. This policy is intended to create a level playing field for all Respondents, assure that contracts are awarded in public, and protect the integrity of the selection process. **RESPONDENTS THAT VIOLATE THIS POLICY WILL BE DISQUALIFIED.** After official Notice is received by the City for disqualification, the Respondent may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.
5. "To discuss" means any contact by the potential or actual Respondent, regardless of whether the City responds to the contact. Respondents that violate this policy will be disqualified until the resulting agreement is awarded, or all Responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the



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same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the agreement, as long as the City cancels with a statement that the City will rebid the solicitation.

### **B. AWARD RECOMMENDATION**

All award recommendations will be posted on the following phoenix.gov website: <https://solicitations.phoenix.gov/Awards>

When the City posts the award recommendation, the procurement file for this RCS will be available upon request for review. The procurement file consists of the RCS, any addenda, advertising documents, Responses, evaluation process documents, pre-response meeting documents, Q&A, signed conflict of interest statements used in this process and confirmation of the RCS's posting to the phoenix.gov solicitation website.

### **C. DISCLOSURE OF CONFIDENTIAL AND PROPRIETARY INFORMATION**

1. All materials submitted by Respondents are the property of the City and become a matter of public record available for review pursuant to Arizona law. A Respondent may request specific information contained within its Response be treated by the procurement officer as confidential or proprietary (collectively confidential) provided the Respondent clearly labels the information "confidential". To the extent necessary for the evaluation process, information marked as "confidential" will not be treated as confidential.

2. Once the procurement file becomes available for public inspection, the procurement officer will not make any information identified by the Respondent as "confidential" available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the procurement officer will notify a Respondent in writing of any request to view any portion of its offer marked "confidential." The Respondent will have seven (7) calendar days to obtain a court order enjoining such disclosure. If the Respondent does not provide the procurement officer with a court order enjoining release of the information during the designated time period, the procurement officer will make the information requested available for inspection.

### **D. CITY'S RESERVATION OF RIGHTS**

The City may:

1. Accept or reject any or all Responses in whole or in part;
2. Cancel this RCS in whole or in part;
3. Negotiate any Response elements in a manner that does not create



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- an unfair advantage for any Respondent;
4. Reissue this RCS with or without modification;
5. Waive any non-material defects in any Response or the procurement process; and
6. Take any other legal action deemed to be in the City's best interest.

### **E. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST**

The City may disqualify a Response if the Respondent has a real or apparent conflict of interest disclosed in its Response or discovered from any other source. During the term of the Contract resulting from this RCS, the Successful Respondent's employees may not be involved in any other Aviation-related business, including as an employee, owner, subtenant and/or joint venture partners, or consultant, which presents a real or apparent conflict of interest. All determinations regarding conflicts of interest will be made at the sole discretion of the Aviation Director, whose decision is final.

### **F. RESPONDENT INCURRED COSTS**

All costs incurred by the Respondent in connection with this RCS must be borne solely by the Respondent. Under no circumstances will the City be responsible for any costs associated with the Respondent's Response or the RCS process.

### **G. CITY'S SOLE DETERMINATION OF RESPONSIVENESS AND RESPONSIBILITY AND RIGHT TO INVESTIGATE**

Responses will be reviewed for documentation of minimum qualifications, completeness, and compliance with the RCS requirements. The City reserves the sole right to determine responsiveness and responsibility, which includes the City's determination of the Respondent's integrity, skill, capacity, experience, and facilities for conducting the work to be performed.

The City's determination as to whether a Respondent is responsible will be based on the information furnished by the Respondent, interviews (if any), and any other sources the City deems appropriate. Award of the Agreement resulting from this RCS will not be made until such investigations, which each Respondent agrees to permit by submitting its Response, are made by the City as it deems necessary.

### **I. TITLE VI SOLICITATION NOTICE**

The City of Phoenix, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Respondents or offerors that it will affirmatively



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ensure that any contract entered into pursuant to this advertisement, DBE or ACDBE will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### J. RESPONDENT CERTIFICATION AND AFFIDAVIT

By submission of a Response, each Respondent certifies it has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of a Contract to any employee, official or current contracting consultant of the City. Any Respondent that is unable to comply with any required certifications may be disqualified.

In compliance with Arizona Revised Statutes §§ 1-501 and 1-502(D), the City will require any Successful Respondent that submits its Response as a sole proprietorship or as an individual to complete the Affidavit of Lawful Presence posted at <https://www.phoenix.gov/Documents/lawfulpresence.pdf> prior to the award of any Contract resulting from this RCS process.

### K. PROTEST POLICY

#### 1. Conditions for Protest:

- a. An aggrieved party may protest the contents of the RCS up to seven (7) calendar days before the solicitation deadline listed on page 1 when the protest is based on alleged mistakes, improprieties or defects. If an aggrieved party submits a protest based on alleged mistakes, improprieties or defects, they must also submit a Response by the solicitation deadline listed on page 1 if they want to be considered for award of the Agreement. Any potential Respondent should identify any alleged mistakes, improprieties or defects through the Q&A process in Section I (J).
- b. Respondents may protest an adverse determination issued by the Procurement Officer regarding whether the Respondent is responsible or its Response is responsive within seven (7) calendar days of the date the Respondent was notified of the adverse determination.
- c. Respondents may protest an award recommendation within seven (7) calendar days of its posting at: <https://solicitations.phoenix.gov/awards>

If the Respondent can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The date the Award Recommendation Notice is posted will initiate



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the seven (7) day Protest Period. That is, the date the Notice is posted will be day zero (0), with the following day counted as day one (1) and so forth through Close of Business (5:00 PM local Phoenix time) on calendar day seven (7).

### 2. Submitting a Protest

- a. Protests received after the protest due dates set forth in this RCS will not be considered, except for Good Cause.
- b. In the event the aggrieved party submits a public records request after receiving the applicable notice but prior to the deadline to file a protest, the Procurement Officer will extend the deadline one day for every day between the day the City receives the public records request and the day the public records are produced, the request is otherwise addressed by the City or a court of competent jurisdiction enjoins disclosure of the requested records.
- c. To be considered, all protests must be submitted in writing and must include:
  - RCS number and title;
  - Name, address, telephone number, and email address of the protester;
  - Detailed statement of the legal or factual basis of the protest including any copies of relevant documents;
  - The relief requested;
  - Signature of the protester or its authorized representative;
  - A Respondent protesting an award recommendation will also establish in its protest that it had a substantial chance of being awarded the Agreements and will be harmed by the recommended award.
- d. The Procurement Officer for the solicitation has the authority to review, decide and settle protests.
- e. Deadlines in the solicitation are not required to be postponed solely on the basis of receiving a solicitation protest. Only upon written notice from the Procurement Officer will a solicitation deadline be postponed, at the City's sole discretion.
- f. The Procurement Officer will issue a protest decision in writing within a reasonable period of time stating the reason for the protest decision and advising the aggrieved party or respondent of its right to appeal in accordance with Phoenix City Code.



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- g. The Procurement Officer will not review any supplements or amendments to a Respondent's original protest or any additional protests submitted by the same Respondent. The Procurement Officer will provide the recommended Respondent copies of award recommendation protest(s) and the City's written decision by fax or email and regular mail with return receipts requested for all methods of delivery.

### **L. LEGAL WORKER REQUIREMENTS**

The City is prohibited by A.R.S. § 41-4401 from awarding an agreement to any RESPONDENT who fails, or whose subcontractors fail, to comply with A.R.S. § 23 214(A). Therefore, RESPONDENT agrees that:

1. RESPONDENT and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A.
2. A breach of warranty under paragraph 1 will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
3. The City retains the legal right to inspect the papers of the RESPONDENT or subcontractor employee(s) who work(s) on this Agreement to ensure that RESPONDENT or subcontractor is complying with the warranty under paragraph 1.

### **M. NON-DISCRIMINATION / EQUAL OPPORTUNITY**

The City will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Parts 23 and 26 on the basis of race, color, sex, or national origin.

In administering its ACDBE Program, the City will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the ACDBE Program with respect to individuals of a particular race, color, sex, or national origin.

The City further agrees to meet the non-discrimination requirements provided in 49 CFR Part 26, §26.7 with respect to the award and performance of any concession agreement, management contract or subcontract, purchase or lease agreement, or other agreement covered by this subpart.





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The City will take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts and agreements covered under the ACDBE Program.

### **Compliance with Nondiscrimination Requirements:**

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

1. **Compliance with Regulations:** The Successful Respondent (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. **Nondiscrimination:** The Successful Respondent, 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 Successful Respondent 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 Successful Respondent 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 Successful Respondent of the Successful Respondent's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Successful Respondent will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Successful Respondent will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Successful Respondent's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:



## SECTION V – GENERAL TERMS AND CONDITIONS OF THE RESPONSE

CITY OF PHOENIX  
Aviation Department  
Contracts & Services  
2485 East Buckeye Road,  
Phoenix, AZ 85034

### **Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects** Issued on June 19, 2018 Page 18

- a. Withholding payments to the Successful Respondent under the contract until the Successful Respondent complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Successful Respondent 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 Successful Respondent will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Successful Respondent becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Successful Respondent may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Successful Respondent may request the United States to enter into the litigation to protect the interests of the United States.





## SECTION VI – EXHIBITS

**CITY OF PHOENIX**  
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### EXHIBIT 1

### DRAFT CONTRACT

### Wi-Fi Service Provider Concession

Available at: <https://solicitations.phoenix.gov/solicitations/details/482>

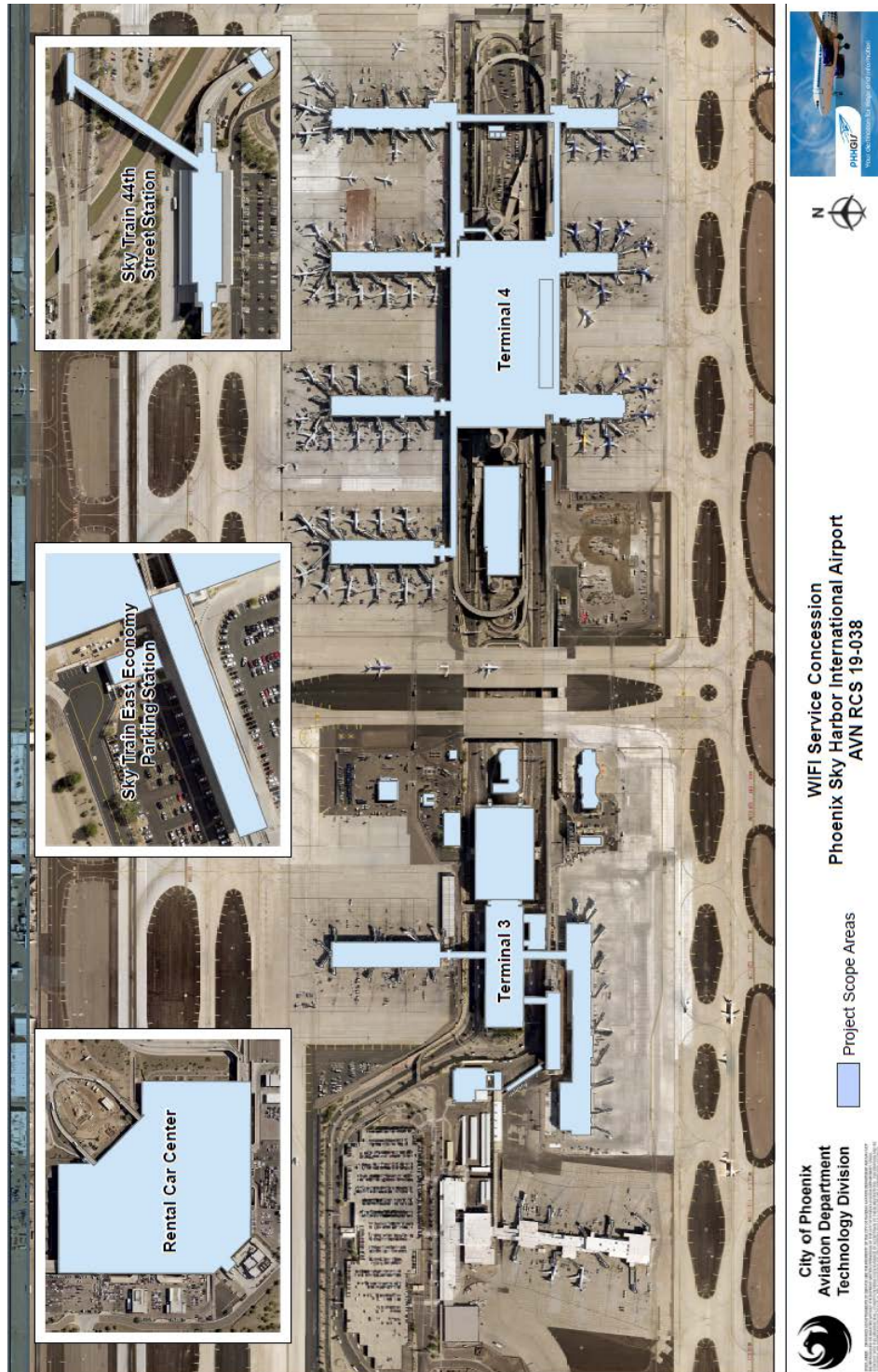


# SECTION VI – EXHIBITS

CITY OF PHOENIX  
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## EXHIBIT 2

### GENERAL PHX PREMISE AND PROJECT SCOPE AREAS





## SECTION VI – EXHIBITS

CITY OF PHOENIX  
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### EXHIBIT 3

#### SUPPLEMENTAL TERMS AND CONDITIONS TO ALL AIRPORT AGREEMENTS

#### 1. Definitions

1.1 "Airport" means Phoenix Sky Harbor International Airport, Phoenix Deer Valley Airport, and/or Phoenix Goodyear Airport, according to the context of the contract.

1.2 "Contract" means all City of Phoenix Aviation Department contracts, subcontracts, agreements, leases, subleases, licenses, permits, concessions, and other documents, however denominated, that grant or convey a right or privilege on an Airport and to which this Exhibit is attached.

1.3 "Contractor" means all lessees, sublessees, licensees, permittees, consultants, concessionaires and other persons, firms, or corporations exercising a right or privilege on an Airport pursuant to a Contract and includes Contractor's heirs, personal representatives, successors, and assigns.

1.4 "Premises" means the area of an Airport occupied or used by Contractor pursuant to a Contract.

#### 2. Federal Aviation Administration (FAA) Grant Assurances

##### 2.1 Title VI of the Civil Rights Act of 1964 – Compliance with Nondiscrimination Requirements – 49 U.S.C. § 47123 and FAA Order 1400.11

During the performance of this Contract, Contractor agrees as follows:

**A. Compliance with Regulations.** Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as provided in Section 7 below), as it may be amended from time to time, which is incorporated herein by reference and made a part of this Contract.

**B. Nondiscrimination.** With regard to the work performed by it under this Contract, Contractor 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. Contractor will not participate, directly or indirectly, in the discrimination prohibited by the Title VI List of Pertinent Nondiscrimination Acts and Authorities, including employment practices when this Contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.



## SECTION VI – EXHIBITS

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**C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by 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 Contractor of Contractor's obligations under this Contract and the Title VI List of Pertinent Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

**D. Information and Reports.** The Contractor will provide all information and reports required by the Title VI List of Pertinent Nondiscrimination Acts and Authorities, 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 City of Phoenix or the FAA to be pertinent to ascertain compliance with the Title VI List of Pertinent Nondiscrimination Acts and Authorities and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to the City of Phoenix or the FAA, as appropriate, and will set forth what efforts Contractor has made to obtain the information.

**E. Sanctions for Noncompliance.** In the event of Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City of Phoenix will impose such Contract sanctions as it or the FAA may determine to be appropriate, including:

- (i) Withholding payments to Contractor under this Contract until Contractor complies, and/or
- (ii) Cancelling, terminating, or suspending this Contract, in whole or in part.

**F. Covenant Running with the Land.** Contractor for itself and its heirs, personal representatives, successors, and assigns, as a part of the consideration for this Contract, hereby covenants and agrees that, in the event facilities are constructed, maintained, or otherwise operated on the property described in this Contract for a purpose for which a FAA activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Contractor will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities. In the event of a breach of any of the above Nondiscrimination covenants, the City of Phoenix will have the right to terminate this Contract and to enter, re-enter and repossess the property and facilities thereon and hold the same as if this Contract had never been made or issued.

**G. Incorporation of Provisions.** Contractor will include the provisions of paragraphs A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Title VI List of Pertinent Nondiscrimination Acts and Authorities, the Regulations, and directives issued pursuant thereto. Contractor will take action with respect to



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any subcontract or procurement as the City of Phoenix or the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, Contractor may request the City of Phoenix to enter into any litigation to protect the interests of the City of Phoenix. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

### **2.2 General Civil Rights Provisions – 49 U.S.C. § 47123**

**A. Sponsor Contracts.** Contractor agrees to comply with pertinent statutes, executive orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision binds Contractor and subtier contractors from the bid solicitation period through the completion of this Contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

**B. Sponsor Lease Agreements and Transfer Agreements.** Contractor agrees to comply with pertinent statutes, executive orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be excluded from participating in any activity conducted with or benefiting from federal assistance, including Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990. If Contractor transfers its obligations to another, then the transferee is obligated in the same manner as Contractor. This provision obligates Contractor or its transferee for the period during which the property is owned, used, or possessed by Contractor and the City of Phoenix remains obligated to the FAA. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

### **2.3 Economic Nondiscrimination – 49 U.S.C. § 47107**

In any Contract under which a right or privilege on the Airport is granted to a Contractor to conduct or to engage in any aeronautical activity for furnishing services to the public, Contractor shall:

**A.** Furnish its services on a reasonable, and not unjustly discriminatory basis to all users of the Airport, and

**B.** Charge reasonable, and not unjustly discriminatory prices for each unit or services, provided that Contractor may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. Non-compliance with this requirement shall be a material breach of this Contract for which the City of Phoenix shall have the right to terminate this Contract and any estate created herewith without liability therefor or, at the election of the City of Phoenix or the United States shall have the right to judicially enforce said requirement.





## SECTION VI – EXHIBITS

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### 2.4 Disadvantaged Business Enterprise Requirements – 49 C.F.R. Part 26

**A. Contract Assurance (§ 26.13).** To the extent that this Contract is covered by 49 C.F.R. Part 26, Contractor agrees that this Contract is subject to the requirements of the U.S. Department of Transportation regulations at 49 C.F.R. Part 26. Contractor or its subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City of Phoenix deems appropriate, which may include (i) withholding monthly progress payments, (ii) assessing sanctions, (iii) liquidated damages, and/or (iv) disqualifying Contractor from future bidding as non-responsible. Contractor agrees to include the foregoing statement in any subsequent contract that it enters into and cause those businesses to similarly include the statement in further agreements.

**B. Prompt Payment (§ 26.29).** Contractor agrees to pay each subcontractor under this Contract for satisfactory performance of its contract not later than seven (7) days from the receipt of each payment Contractor receives from City of Phoenix. Contractor agrees further to return retainage payments to each subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of the City of Phoenix. This clause applies to both DBE and non-DBE subcontractors.

### 2.5 Airport Concessions Disadvantaged Business Enterprise Requirements – 49 C.F.R. Part 23

**Contract Assurance (§ 23.9).** To the extent that this Contract is a concession agreement covered by 49 C.F.R. Part 23, Contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 C.F.R. Part 23. Contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 C.F.R. Part 23 that it enters into and cause those businesses to similarly include the statements in further agreements.

### 2.6 Miscellaneous

**A.** Contractor agrees that it will undertake an affirmative action plan in conformance with 14 C.F.R. Part 152, Subpart E (Nondiscrimination in Airport Aid Program), to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment, contracting, or leasing activities covered in 14 C.F.R. Part 152, Subpart E. Contractor assures that no person will be excluded on such grounds



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from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Contractor further agrees that it will require its covered suborganizations to provide assurances to Contractor that they similarly will undertake affirmative action programs and that they will require like assurances from their suborganizations as required by 14 C.F.R. Part 152, Subpart E.

**B.** City of Phoenix reserves the right to further develop, improve, repair, and alter the Airport and all roadways, parking areas, terminal facilities, landing areas, and taxiways, as it may reasonably see fit, free from any and all liability to Contractor for loss of business or damages of any nature whatsoever to Contractor occasioned during the making of such improvements, repairs, alterations, and additions.

**C.** The City of Phoenix reserves the right, but is not obligated to Contractor, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Contractor in this regard.

**D.** Contractor acknowledges that this Contract is subordinate to any existing or future agreement between the City of Phoenix and the United States concerning the development, operation, or maintenance of the Airport. If the FAA or its successors require modifications or changes in the Contract as a condition to obtaining funds for improvements at the Airport or as a requirement of any prior grants, Contractor hereby consents to any and all such modifications and changes as may be reasonably required and agrees that it will adopt any such modifications and changes as part of this Contract.

**E.** This Contract is subordinate to the reserved right of the City of Phoenix and its successors and assigns to occupy and use for the benefit of the public the airspace above the Premises for the right of flight for the passage of aircraft. This public right of flight includes the right to cause in the airspace any noise inherent in the operation of any aircraft through the airspace or in landing at, taking off from, or operating at an Airport.

**F.** Contractor agrees to comply with the notification and review requirements, as required by 14 C.F.R. Part 77 (Safe, Efficient Use, and Preservation of the Navigable Airspace), if future construction of a structure is planned for the Premises or a planned modification of a structure on the Premises. Contractor shall submit the required FAA Form 7460-1 (Notice of Proposed Construction or Alteration) and provide documentation showing compliance with the federal requirements. After the FAA has completed the aeronautical study, Contractor shall provide to the City of Phoenix the FAA determination letter on proposed construction and any impact to air navigation. Contractor covenants for itself and its successors and assigns that it will not erect or permit the erection of any structure or permit the growth of any tree on the Premises above the mean sea level elevation for (1) Phoenix Sky Harbor International Airport, 1,134 feet, (2) Phoenix Goodyear Airport, 968 feet, and (3) Phoenix Deer Valley Airport, 1,476 feet. As a



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remedy for the breach of the covenant, the City of Phoenix reserves the right to enter the Premises and remove the offending structure or cut the offending tree at Contractor's expense.

**G.** Contractor, by accepting this Contract, covenants for itself and its successors and assigns, that no use will be made of the Premises that might in any manner interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard to air navigation. As a remedy for the breach of the covenant, the City of Phoenix reserves the right to enter the Premises and abate the interference at Contractor's expense.

**H.** Contractor agrees that nothing in this Contract may be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. § 40103(e) (No exclusive rights at certain facilities).

**I.** This Contract is subordinate to whatever rights the United States now has or in the future may acquire affecting the control, operation, regulation, and taking-over of the Airport or the exclusive or non-exclusive use of the Airport by the United States during a time of war or national emergency.

**J.** If this Contract involves construction, Contractor shall carry out the project in accordance with FAA airport design, construction, and equipment standards and specifications current on the date of project approval.

**K.** Contractor is encouraged to use fuel and energy conservation practices.

### **3. Immigration Reform and Control Act of 1986 (IRCA)**

Contractor agrees that IRCA (Public Law 99-603) applies to it. Contractor shall comply with the provisions of IRCA as it applies to its activities under this Contract and to permit the City of Phoenix to inspect its personnel records to verify its compliance.

### **4. Conflict of Interest**

Contractor agrees that the City of Phoenix may cancel this Contract pursuant to Arizona Revised Statutes (A.R.S.) § 38-511 (Cancellation of political subdivision and state contracts).

### **5. Legal Worker Requirements**

The City is prohibited by A.R.S. § 41-4401 from awarding an agreement to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A) (Verification of employment eligibility; e-verify program). Therefore, Contractor agrees that:

**A.** Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214(A).





## SECTION VI – EXHIBITS

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**B.** A breach of warranty under paragraph A above shall be deemed a material breach of this Contract and is subject to penalties up to and including termination of the Agreement.

**C.** The City of Phoenix retains the legal right to inspect the papers of Contractor or its subcontractor employees who work on this Contract to ensure that Contractor or its subcontractors are complying with the warranty under paragraph A above.

### **6. City of Phoenix Equal Employment Opportunity Requirement**

**6.1** If Contractor is by this Contract a supplier to or lessee of the City, then the requirements of the Phoenix City Code, Chapter 18, Article V applies, including the agreement that:

“Any supplier/lessee in performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The supplier and/or lessee shall ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract.”

Supplier/lessee further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or subleases of this agreement entered into by supplier/lessee.

If the supplier/lessee employs more than 35 employees, the following language shall be included as the last paragraph to the clause above:

“The supplier/lessee further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.”



## SECTION VI – EXHIBITS

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**6.2 Documentation.** Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.

**6.3 Monitoring.** The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this Section 3 as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

### **7. Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this Contract, Contractor agrees to comply with all federal, state, and local nondiscrimination laws, rules, and regulation, including the following:

- A.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) (prohibits discrimination on the basis of race, color, or national origin).
- B.** 49 C.F.R. Part 21 (Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964).
- C.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §§ 4601, *et seq.*) (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal aid programs and projects).
- D.** Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 701, *et seq.*), as amended (prohibits discrimination on the basis of disability), and 49 C.F.R. Part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance).
- E.** 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 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex).
- F.** The Civil Rights Restoration Act of 1987 (Public Law 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 the programs or activities are federally funded or not).
- G.** Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*), which prohibit discrimination on the basis of disability in the operation of public



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entities, public and private transportation systems, places of public accommodation, and certain testing entities as implemented by U.S. Department of Transportation regulations at 49 C.F.R. Part 37 (Transportation Services for Individual with Disabilities) and Part 38 (Americans with Disabilities Act Accessibility Specification for Transportation Vehicles).

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

**I.** Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency) and resulting agency guidance and 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).

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

2068157

Revised 2/1/19



SECTION VI – EXHIBITS

CITY OF PHOENIX
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2485 East Buckeye Road,
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EXHIBIT 4

LETTER OF CREDIT FORM

[BANK]

IRREVOCABLE STANDBY LETTER OF CREDIT
NO. \_\_\_\_\_

To: City of Phoenix – Beneficiary
Aviation Department
Business & Properties Division
2485 East Buckeye Road,
Phoenix, Arizona 85034
Attn: Deputy Aviation Director

Applicant: Company Name

Amount: \$\_xxx.xx

Expiration Date: mm/dd/yyyy

We hereby establish our irrevocable Standby Letter of Credit No. \_\_\_\_\_ in your favor available against sight drafts drawn on (name of bank) at the office of the undersigned located at (address of bank in Phoenix Metro Area, Arizona), accompanied by the following documents:

- 1. A certificate purportedly signed by the Aviation Director, or by any other director of the City of Phoenix Aviation Department, stating one or more of the following:
A. The City of Phoenix is drawing against (name of bank) Standby Letter of Credit No. \_\_\_\_\_ as Company Name has failed to perform its obligations under or failed to comply with its Agreement No. \_\_\_\_\_, or any amendments thereto, or any replacement agreement, and the City of Phoenix requires payment under this Standby Letter of Credit of \$ \_\_\_\_\_.
B. The City of Phoenix is drawing against (name of bank) Standby Letter of Credit No. \_\_\_\_\_ as Company Name has failed to provide a replacement Standby Letter of Credit prior to sixty (60) days before the expiration date as required by its Agreement No. \_\_\_\_\_ or any amendments thereto, or any replacement agreement, and the City of Phoenix requires payment under this Standby Letter of Credit of \$ \_\_\_\_\_.
C. The City of Phoenix is drawing against (name of bank) Standby Letter of Credit No. \_\_\_\_\_ as the City of Phoenix has received notice from (name of bank) \_\_\_\_\_ that the Standby Letter of Credit No. \_\_\_\_\_ will not be extended, and the City of Phoenix requires payment under this Standby Letter of Credit of \$ \_\_\_\_\_.



## SECTION VI – EXHIBITS

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2. This original Standby Letter of Credit for endorsement.

All documents may be forwarded to us by mail, overnight courier, hand delivered to our counters, or via telefacsimile ("fax"). Documents to be directed to our counters at: [insert address as to counter location]. Drawing presented to us via fax must be sent to our fax number [insert – bank's fax number] (each such drawing, a "Fax Drawing") provided, however, that Beneficiary confirm our receipt of any Fax Drawing by telephone to our telephone No. [insert – bank's telephone number(s)]. In the event of a Fax Drawing, Beneficiary is not required to send us the original documents.

If Beneficiary presents an improper drawing, we shall notify you in writing sent by overnight courier or by fax to (602) 273-4083 that the demand was not effected in accordance with the terms and conditions of this Standby Letter of Credit, stating the reasons therefore and that we are holding any demand at your disposal. Upon being notified that the purported demand was not effected in conformity with this Standby Letter of Credit, you may attempt to correct any such nonconforming demand for payment.

Partial drawing and multiple presentations are permitted under this Standby Letter of Credit.

This Standby Letter of Credit will automatically be renewed for a one (1) year period from the Expiration Date set forth above and upon each anniversary of such Expiration Date, unless at least sixty (60) days prior to such expiration, or prior to any anniversary of such expiration, we notify both Beneficiary and Applicant in writing by registered mail or overnight courier that we elect not to renew this Standby Letter of Credit.

We hereby agree that this Standby Letter of Credit shall be duly honored upon presentation and delivery of the certification specified above.

This Standby Letter of Credit is subject to the "International Standby Practices (ISP98)," International Chamber of Commerce Publication No. 590, and, as to matters not governed by ISP98, shall be governed by and construed in accordance with the laws of Arizona, without regard to principles of conflicts of law.

[Bank]

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

Authorized Signature



## SECTION VI – EXHIBITS

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### EXHIBIT 5

#### INSURANCE REQUIREMENTS

**Minimum Requirements:** Respondent must provide evidence of ability to obtain the required insurance; such as a commitment letter from an underwriter confirming that Respondent is insurable for the required coverages in the required limits.

#### **INDEMNIFICATION CLAUSE:**

1. Contractor (“Indemnitor”) must indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (“Claims”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors in connection with this Contract. This indemnity includes any Claims arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee’s own negligent or willful acts or omissions. Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Contractor waives all rights of subrogation against Indemnitee for losses arising from the work performed by Contractor for the City. The obligations of Contractor under this provision survive the termination or expiration of this Contract.

#### **2. INSURANCE REQUIREMENTS:**

Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subcontractors. Contractor and subcontractors must maintain that insurance until all of their obligations have been discharged, including any warranty periods under this Contract.

These insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

2.1. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage



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is written on a “following form” basis.

### 2.1.1. Commercial General Liability – Occurrence Form

Policy must include bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The policy must be endorsed to include the following additional insured language: “The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.”

### 2.1.2. Automobile Liability

Bodily Injury and Property Damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$5,000,000
-----------------------------	-------------

The policy must be endorsed to include the following additional insured language: “The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor.”

### 2.1.3. Worker’s Compensation and Employers’ Liability

Workers’ Compensation	Statutory
Employers’ Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- Policy must contain a waiver of subrogation against the City of Phoenix.
- This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. §23-902(E), **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

### 2.1.4. Technology Errors and Omissions Liability (if the Contractor provides technology services or products)





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- The policy must cover errors and omissions or negligent acts in the delivery of products, services, and/or licensed programs for those services as defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

- In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

**2.1.5. Network Security and Privacy Liability (if the Contractor has access to any personal or confidential data, the Contractor should be required to evidence Network Security and Privacy Liability coverage in addition to Technology Errors and Omissions)**

- The policy must cover but not be limited to (1) coverage for third party claims and losses with respect to network risks and invasion of privacy, (2) crisis management and third party identity theft response costs, and (3) cyber extortion.

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

- In the event that the network security and privacy liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

**2.1.6. Media Liability (if the Contractor is involved in the production or publication of content)**

- The policy must cover any and all errors and omissions or negligent acts in the production or publication of content, including but not limited to plagiarism, defamation, libel, slander, false advertising, invasion of privacy and infringement of copyright, title, slogan, trademark, service mark and trade dress.

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000



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- In the event that the media liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

2.2. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies must include, or be endorsed to include, the following provisions:

- On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
- The Contractor's insurance coverage must be primary insurance and non-contributory with respect to all other available sources.

2.3. **NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, hand delivered or sent by facsimile transmission to **(City of Phoenix Department Representative's Name & Address & Fax Number)**.

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

2.5. **VERIFICATION OF COVERAGE:** Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract must be sent directly to **(City Department Representative's Name and Address)**. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**



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- 2.6. **SUBCONTRACTORS:** Contractors' certificate(s) must include all subcontractors as additional insureds under its policies **or** Contractor must furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors must be subject to the minimum requirements identified above.
- 2.7. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract must be made by the Law Department, whose decision is final. Such action will not require a formal Contract amendment, but may be made by administrative action.



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### EXHIBIT 5

### AFFIDAVIT

#### **Assurances**

The undersigned Respondent hereby submits to the City of Phoenix (City) the enclosed Revenue Contract Solicitation Response (Response) based upon all terms and conditions set forth in the City's Revenue Contract Solicitation (RCS) and referenced materials. Respondent further specifically agrees hereby to provide services in the manner set forth in the Response submitted by Respondent.

The undersigned Respondent acknowledges and states, under penalty of perjury, as follows:

1. The City is relying on Respondent's submitted information and the representation that Respondent has the capability to successfully undertake and complete the responsibilities and obligations submitted in its Response and in the resulting Contract.
2. The City has the right to make any further inquiry it deems appropriate to substantiate or supplement information supplied by Respondent.
3. Respondent has read and fully understands all the provisions and conditions set forth in the RCS documents, upon which its Response is based.
4. The forms and information requested in the RCS are complete and made part of Respondent's Response. The City is not responsible for any Respondent errors or omissions.
5. This Response may be withdrawn by requesting such withdrawal in writing at any time prior to the Response deadline but may not be withdrawn after such date and time.
6. The City reserves the right to reject any and all Responses and to accept the Response that, in its judgment, will provide the best quality of service to the City at reasonable rates.
7. This Response is valid for a minimum of 120 days subsequent to the RCS Response deadline.
8. All costs incurred by Respondent in connection with this Response will be borne solely by Respondent. Under no circumstances will the City be responsible for any costs associated with Respondent's Response or the RCS process.
9. Respondent has not in any manner, directly or indirectly, conspired with any person or party to unfairly compete or compromise the competitive nature of the RCS process.
10. The contents of this Response have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Response.
11. To the best of the Respondent's knowledge, the information provided in its Response is true and correct and neither the undersigned Respondent nor any Partner, corporate officer or managing employee have ever been convicted of a felony or a crime involving moral turpitude.





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Name of **Respondent's** Company (Legal Name): \_\_\_\_\_

Printed Name of Authorized Person: \_\_\_\_\_

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

Business Address of Respondent: \_\_\_\_\_

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

Signature of Authorized Person\*: \_\_\_\_\_

\*Must be signed by an individual authorized to contractually bind the Respondent's company.

**NOTARIZED**

State of \_\_\_\_\_ County of \_\_\_\_\_

This Affidavit was subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_ (full name of the affiant).

\_\_\_\_\_  
Notary Public (signature)

Affix Notary Seal





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**EXHIBIT 7**

**LETTER OF DECLARATION**

The undersigned Respondent agrees to comply with the provisions of the Federal **Equal Pay Act of 1963**, State **A.R.S. § 23-341**, and City **PCC 18-21** regarding equal wage and compensation rates for employees, as it applies to its activities under this Lease.

I declare under penalty of perjury that the foregoing is true and correct.

By: \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

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

**PHOENIX CITY CODE (PCC)**

**ARTICLE V. SUPPLIER’S AND LESEE’S EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS**

**18-21 Requirements of suppliers and lessees**

Any supplier/lessee in performing under this contract will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The supplier and/or lessee must ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and must adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. The supplier/lessee further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and will ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression\*

\*Last sentence applies to lessees who employ more than 35 employees.



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### FEDERAL

#### Equal Pay/Compensation

The Equal Pay Act requires that men and women in the same workplace be given equal pay for equal work. The jobs need not be identical, but they must be substantially equal. Job content (not job titles) determines whether jobs are substantially equal. All forms of pay are covered by this law, including salary, overtime pay, bonuses, stock options, profit sharing and bonus plans, life insurance, vacation and holiday pay, cleaning or gasoline allowances, hotel accommodations, reimbursement for travel expenses, and benefits. If there is an inequality in wages between men and women, employers may not reduce the wages of either sex to equalize their pay.

### STATE

#### **23-341. Equal wage rates; variations; penalties; enforcement**

A. Notwithstanding the other provisions of this chapter, no employer will pay any person in his employ at wage rates less than the rates paid to employees of the opposite sex in the same establishment for the same quantity and quality of the same classification of work, provided, that nothing herein will prohibit a variation of rates of pay for male and female employees engaged in the same classification of work based upon a difference in seniority, length of service, ability, skill, difference in duties or services performed, whether regularly or occasionally, difference in the shift or time of day worked, hours of work, or restrictions or prohibitions on lifting or moving objects in excess of specified weight, or other reasonable differentiation, factor or factors other than sex, when exercised in good faith.

B. Any employer who violates subsection A of this section is liable to the employee affected in the amount of the wages of which such employee is deprived by reason of such violation.

C. Any affected employee may register with the commission a complaint that the wages paid to such employee are less than the wages to which such employee is entitled under this section.

D. The commission will take all proceedings necessary to enforce the payment of any sums found to be due and unpaid to such employees.

E. Any employee receiving less than the wage to which such employee is entitled under this section may recover in a civil action the balance of such wages, together with the costs of suit, notwithstanding any agreement to work for a lesser wage.

F. Any action based upon or arising under this section will be instituted within six months after the date of the alleged violation, but in no event will any employer be liable for any pay due under this section for more than thirty days prior to receipt by the employer of written notice of claim thereof from the employee.

G. The burden of proof will be upon the person bringing the claim to establish that the differentiation in rate of pay is based upon the factor of sex and not upon other differences, factor or factors. 23-341



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**EXHIBIT 8**

**PROPOSED FIRST YEAR MINIMUM ANNUAL GUARANTEE (MAG)**

**Table 1: Proposed First Year Minimum Annual Guarantee (MAG)**

Proposed First Year MAG	Proposed First Year MAG - Written in words
\$ _____	_____

**Respondents that propose an amount less than the First Year Minimum MAG of \$340,000.00 will be deemed non-Responsive.**

ATTEST:

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Witness Signature)

BY: \_\_\_\_\_  
(Signature of Chief Financial Officer)

\_\_\_\_\_  
(Printed Name of Chief Financial Officer)

DATE: \_\_\_\_\_

Phone No.: \_\_\_\_\_



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## EXHIBIT 9

### PRO-FORMA (Available for download)

EXHIBIT 9														
Pro Forma Financial Projections and Cash Flow														
Name of Respondent:														
Name of Operator & Concept:														
Financial Categories	CY 2020		CY 2021		CY 2022		CY 2023		CY 2024		CY 2025		CY 2026	
	Amount	% Gross Sales	Amount	% Gross Sales	Amount	% Gross Sales	Amount	% Gross Sales	Amount	% Gross Sales	Amount	% Gross Sales	Amount	% Gross Sales
Gross Sales	\$ -	100.0%	\$ -	100.0%	\$ -	100.0%	\$ -	100.0%	\$ -	100.0%	\$ -	100.0%	\$ -	100.0%
Cost of Goods Sold	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
Gross Profit	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
<b>Operating Expenses</b>														
Salaries and Benefits	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Other Operating Expenses(1)	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
License & Franchise Fees	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
Rent	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
General & Admin. Exps.		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%
All Other Expenses(2)	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
Total Operating Expenses	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Cash Flow from Operations	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
1. Include marketing, advertising, maintenance and repairs, insurance, utilities, communication, etc. expenses.														
2. List the expenses comprising All Other Expenses, on a separate document.														
EXHIBIT 9														



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**EXHIBIT 10**

**RESPONDENT REFERENCES**

Respondent to provide three business references that are familiar with the Respondent's operations and have provided substantially similar services as described in this RCS.

**Respondent must list contact information for the business references in the spaces provided below.**

1) Reference Contact Name: \_\_\_\_\_

Reference Contact Title: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

---

2) Reference Contact Name: \_\_\_\_\_

Reference Contact Title: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

---

3) Reference Contact Name: \_\_\_\_\_

Reference Contact Title: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_



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**EXHIBIT 11**

**FORM EO1 STATEMENT OF OUTREACH COMMITMENT  
(Due with Response at time of Submittal)**

**Solicitation Name:**

On behalf of the Respondent, I certify under penalty of perjury that the following information is true and correct.

If selected as the Successful Respondent, the Successful Respondent will:

- 1) Fulfill all required Small Business Outreach requirements and shall submit all required outreach efforts documentation for contracting opportunities within 60 days or a date determined by the City following contract award recommendation;
- 2) Conduct all required small business outreach and will submit all supporting documentation; and
- 3) Comply with the Race - and Gender-Neutral post-award requirements stated in the ACDBE Contract Clause.

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

Company Mailing Address: \_\_\_\_\_

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

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

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

Phone Number: \_\_\_\_\_

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

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





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### EXHIBIT 12

### FORM E02 SMALL BUSINESS OUTREACH EFFORTS

(Due within 60 days of Contract execution for Successful Respondent)

<b>Name of Company (Respondent):</b> [Redacted]	<b>Solicitation Name:</b> [Redacted]	<b>Contract Name:</b> [Redacted]
<b>Email:</b> [Redacted]	<b>Phone #:</b> [Redacted]	<b>Point of Contact:</b> [Redacted]

Successful Respondent must conduct outreach efforts and submit supporting documentation of those outreach efforts as described in the Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program Race- and Gender-Neutral Contract Clause (Contract Clause). Detailed instructions for this form are included in the Contract Clause. Supporting documentation is required for columns D and F. Successful Respondent should make additional copies of this form as needed.

(A) Small Business Name and Contact Information	(B) Business Status	(C) Scope(s) of Work Solicited	(D) Solicitation Method	(E) Selection Decision	(F) Communication Final Selection Outcome*										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td colspan="2">Name: [Redacted]</td></tr> <tr><td colspan="2">Address: [Redacted]</td></tr> <tr> <td>City, State, Zip: [Redacted]</td> <td>Number of Employees: [Redacted]</td> </tr> <tr> <td>Phone Number: [Redacted]</td> <td>Email or Fax: [Redacted]</td> </tr> <tr> <td>Number of Years in Business: [Redacted]</td> <td>Range of Annual Gross Receipts: [Redacted]</td> </tr> </table>	Name: [Redacted]		Address: [Redacted]		City, State, Zip: [Redacted]	Number of Employees: [Redacted]	Phone Number: [Redacted]	Email or Fax: [Redacted]	Number of Years in Business: [Redacted]	Range of Annual Gross Receipts: [Redacted]	<input type="checkbox"/> ACDBE/DBE  <input type="checkbox"/> SBC - Small Business Concern  <input type="checkbox"/> SBE - City of Phoenix Certified  <input type="checkbox"/> Unknown	List Scope(s) of Work	<input type="checkbox"/> E-mail Blast  <input type="checkbox"/> Phone Call  <input type="checkbox"/> In-Person  <input type="checkbox"/> Newspaper  <input type="checkbox"/> Website  <input type="checkbox"/> Trade Listing  <input type="checkbox"/> Outreach Event  <input type="checkbox"/> Other	<input type="checkbox"/> Firm was selected  <input type="checkbox"/> Firm was not selected  Provide explanation of why firm NOT selected _____ _____ _____	Date Firm was Notified: _____  Method used to Communicate Selection:  <input type="checkbox"/> Email <input type="checkbox"/> Phone <input type="checkbox"/> Fax <input type="checkbox"/> Letter <input type="checkbox"/> In person
Name: [Redacted]															
Address: [Redacted]															
City, State, Zip: [Redacted]	Number of Employees: [Redacted]														
Phone Number: [Redacted]	Email or Fax: [Redacted]														
Number of Years in Business: [Redacted]	Range of Annual Gross Receipts: [Redacted]														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td colspan="2">Name: [Redacted]</td></tr> <tr><td colspan="2">Address: [Redacted]</td></tr> <tr> <td>City, State, Zip: [Redacted]</td> <td>Number of Employees: [Redacted]</td> </tr> <tr> <td>Phone Number: [Redacted]</td> <td>Email or Fax: [Redacted]</td> </tr> <tr> <td>Number of Years in Business: [Redacted]</td> <td>Range of Annual Gross Receipts: [Redacted]</td> </tr> </table>	Name: [Redacted]		Address: [Redacted]		City, State, Zip: [Redacted]	Number of Employees: [Redacted]	Phone Number: [Redacted]	Email or Fax: [Redacted]	Number of Years in Business: [Redacted]	Range of Annual Gross Receipts: [Redacted]	<input type="checkbox"/> ACDBE/DBE  <input type="checkbox"/> SBC - Small Business Concern  <input type="checkbox"/> SBE - City of Phoenix Certified  <input type="checkbox"/> Unknown	List Scope(s) of Work	<input type="checkbox"/> E-mail Blast  <input type="checkbox"/> Phone Call  <input type="checkbox"/> In-Person  <input type="checkbox"/> Newspaper  <input type="checkbox"/> Website  <input type="checkbox"/> Trade Listing  <input type="checkbox"/> Outreach Event  <input type="checkbox"/> Other	<input type="checkbox"/> Firm was selected  <input type="checkbox"/> Firm was not selected  Provide explanation of why firm NOT selected _____ _____ _____	Date Firm was Notified: _____  Method used to Communicate Selection:  <input type="checkbox"/> Email <input type="checkbox"/> Phone <input type="checkbox"/> Fax <input type="checkbox"/> Letter <input type="checkbox"/> In person
Name: [Redacted]															
Address: [Redacted]															
City, State, Zip: [Redacted]	Number of Employees: [Redacted]														
Phone Number: [Redacted]	Email or Fax: [Redacted]														
Number of Years in Business: [Redacted]	Range of Annual Gross Receipts: [Redacted]														

\*Firms must be notified of final selection outcome prior to submittal of this form.



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**EXHIBIT 13**

**FORM EO3 SMALL BUSINESS UTILIZATION COMMITMENT**  
(Due within 60 days of Contract execution for Successful Respondent)

**Solicitation Name:**

On behalf of the Successful Respondent, I certify under the penalty of perjury that the information submitted herein is true and correct:

1. The firms indicated as “Selected” in **Form EO2 Small Business Outreach Efforts**, will participate in this contract;
2. The Successful Respondent will comply with the Race- and Gender-Neutral post-award compliance requirements as stated in the ACDBE contract clause;
3. Successful Respondent understands and agrees that any and all changes or substitutions to subcontracts with Small Businesses must be authorized by the Phoenix ACDBE Compliance Specialist prior to implementation; and
4. The following statement is true and correct:

The proposed total Small Business participation on this contract will be:

\_\_\_\_\_ %

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

Company Mailing Address: \_\_\_\_\_

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

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

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

Phone Number: \_\_\_\_\_

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



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## EXHIBIT 13

### CONFLICT OF INTEREST AND SOLICITATION TRANSPARENCY DISCLOSURE FORM

This form must be signed and submitted to the City and all questions must be answered or your Offer may be considered non-responsive.

1. Name of person submitting this disclosure form.			
First:	MI:	Last:	Suffix:
2. Contract Information			
Solicitation # or Name:			
3. Name of individual(s) or entity(ies) seeking a contract with the City (i.e. parties to the Contract)			
4. List any individuals(s) or entity(ies) that are partners, parent, joint venture or subsidiaries of the individual or entity listed in Question 3. Please include all Board members, executive committee members and officers for each entry. If not applicable, indicate N/A.			
5. List any individuals or entities that will be subcontractors on this contract or indicate N/A.			
<input type="checkbox"/> Subcontractors may be retained, but not known as of the time of this submission. <input type="checkbox"/> List of subcontracts, including the name of the owner(s) and business name:			
6. List any attorney, lobbyist, or consultant retained by any individuals listed in Questions 3, 4, or 5 to assist in the proposal or seeking the resulting contract. If none, indicate N/A.			



## SECTION VI – EXHIBITS

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Aviation Department  
Contracts & Services  
2485 East Buckeye Road,  
Phoenix, AZ 85034

### 7. Disclosure of conflict of interest:

Are you aware of any fact(s) with regard to this solicitation or resulting contract that would raise a “conflict of interest” issue under City Code Section 43-34?

“An elected City official or a City employee will not represent any person or business for compensation before the City regarding any part of a procurement, including any resulting contract, if during the time the elected official is or was in office or the employee is or was employed by the City such elected official or employee played a material or significant role in the development of the solicitation, any other part of the procurement, or the contract award.”

- I am not aware of any conflict(s) of interest under City Code Section 43-34.
- I am aware of the following potential or actual conflict(s) of interest:

### 8. Notice Regarding Prohibited Interest in Contracts

State law and the Phoenix City Charter and Code prohibit public officers or employees, their close relatives, and any businesses they, or their relatives, own from (1) representing before the City any person or business for compensation, (2) doing business with the City by any means other than through a formal procurement, and (3) doing business with the City without disclosing that the person has an interest in the contract. This prohibition extends to subcontracts on City contracts and also applies to parent, subsidiary, or partner businesses owned by a public officer or employee. See A.R.S. Sections 38-501 through 38-511, for more information (City Charter, Chapter 11, applies the state conflict-of-interest law to City employees).

Please note that any contract in place at the time a person becomes a public officer or employee may remain in effect. But the contract may not be amended, extended, modified, or changed in any manner during the officer’s or employee’s city service without following city administrative regulations.

Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under A.R.S. Sections 38-501 through 38-511? (See Arizona Revised Statutes regarding conflict of interest at [www.azleg.gov](http://www.azleg.gov)).

- I am not aware of any conflict(s) of interest under Arizona Revised Statutes Sections 38-501 through 38-511.
- I am aware of the following conflict(s) of interest:



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### 9. Acknowledgements

#### Solicitation Transparency Policy – No Contact with City Officials or Staff During Evaluation

- I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.
- This “no-contact” provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to **disqualification.**

### 10. Fraud Prevention and Reporting Policy

- I acknowledge that the City has a fraud prevention and reporting policy and takes fraud seriously. I will report fraud, suspicion of fraud, or any other inappropriate action to: telephone no. 602-261-8999 or 602-534-5500 (TDD); or [aud.integrity.line@phoenix.gov](mailto:aud.integrity.line@phoenix.gov).

The purpose of the fraud policy is to maintain the City's high ethical standards. The policy includes a way for our business partners to report wrongdoing or bad behavior. Suspected fraud should be reported immediately to the Phoenix Integrity Line. The City has adopted a zero-tolerance policy regarding fraud.

#### OATH

PRINT NAME

TITLE

SIGNATURE

DATE

COMPANY (CORPORATION, LLC, ETC.) NAME and DBA



## SECTION VI – EXHIBITS

**CITY OF PHOENIX**  
Aviation Department  
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### EXHIBIT 15

## INFORMATION SECURITY RISK ASSESSMENT QUESTIONNAIRE (Available for Download)



Information  
Security Risk Assessr