



Addendum #2

Revenue Contract Solicitation (RCS) AVN RCS 20-006

Terminal Delivery Service

According to Section I – Introduction, Subsection K – Amendments to this RCS, the City hereby amends the above-referenced RCS as follows:

1. Section I – Introduction, Subsection B – Minimum Qualifications, is amended by adding the following to the first bullet point in the Subsection:

Letter of Commitment from the Respondent's bank communicating the bank's commitment to provide the Respondent, if successful, with a Letter of Credit in an amount equal to six (6) months' License fees based on the Respondent's projected first-year revenue as demonstrated on their Pro Forma, as that term is defined in Section III – Response Instructions and Evaluation Criteria, Subsection B – Form of Response, Tab 5 – Proposed Business Plan. **If the Respondent intends to submit a cash deposit in lieu of a Letter of Credit, the Respondent must submit a letter from the Respondent's bank confirming the ability of the Respondent to provide a cash deposit in an amount equal to six (6) months' License fees based on the Respondent's projected first-year revenue as demonstrated on their Pro Forma.**

2. Section I – Introduction, Subsection H – Guarantee Instruments, Paragraph 2 – Performance Guarantee, is amended by deleting the Paragraph and replacing it with the following:

Performance Guarantee: Upon its execution of the License, the Successful Respondents will be required to post and maintain with the City a Performance Guarantee in the form of a Letter of Credit (LOC) or Cash Deposit in an amount equal to six (6) months' License fees based on the Successful Respondents' projected first-year revenue as demonstrated in their Pro Formas. The LOC shall be submitted in the form marked Exhibit 6 attached. The Cash Deposit shall be submitted with the form marked Exhibit 7 attached and incorporated herein by this reference.

3. Section VI – Exhibits, Exhibit 7 – Cash Deposit for Performance Guarantee is amended by deleting Exhibit 7 in its entirety and replacing it with Exhibit 7 – Cash Deposit for Performance Guarantee Revised January 17, 2020 attached and incorporated herein by this reference.
4. Section VI – Exhibits, Exhibit 15 – Conflict of Interest and Solicitation Transparency Disclosure Form is amended by deleting Exhibit 15 in its entirety and replacing it with Exhibit 15 – Conflict of Interest and Solicitation Transparency Disclosure Form Revised January 17, 2020 attached and incorporated herein by this reference.

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 CITY OF PHOENIX AVIATION DEPARTMENT

Addendum #2

RESUBMITTAL:

The following information is requested from each Respondent who submitted a Response by the Solicitation Deadline. **Resubmittals in response to this request must be submitted in a sealed package to the City of Phoenix Aviation Department, 2485 E. Buckeye Rd., Phoenix, AZ 85034 and are due by 2:00 p.m. Phoenix time on January 31, 2020.** Failure to submit the requested information will result in the Response being rejected as non-Responsive.

The following request for resubmittal will not be considered an extension to the Solicitation Deadline of January 8, 2020. Only Respondents submitting Responses on or before January 8, 2020 will be given the opportunity to provide the resubmittal.

All Respondents are hereby required to resubmit the following information for AVN RCS 20-006:

1. Section I – Introduction, Subsection B – Minimum Qualifications. The resubmittal must include a letter from the Respondent’s bank communicating the bank’s commitment to provide the Respondent with a Letter of Credit in the amount as defined in Section I(H)(2) or a letter from the Respondent’s bank confirming the ability of the Respondent to provide a cash deposit in the amount as defined in Section I(H)(2).
2. Section VI – Exhibits, Exhibit 15 – Conflict of Interest and Solicitation Transparency Disclosure Form Revised January 17, 2020. The resubmittal must include the completed Exhibit 15 as attached to this Addendum #2.

The balance of the specifications and instructions remain the same. Respondents should acknowledge receipt and acceptance of this addendum by returning the entire Addendum #2 signed with the Response submittal.

Name of Company: _____

Address: _____

Authorized Signature: _____

Print Name and Title: _____



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2485 East Buckeye Road,
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EXHIBIT 7

CASH DEPOSIT FOR PERFORMANCE GUARANTEE

REVISED JANUARY 17, 2020

To: City of Phoenix – Beneficiary
Aviation Department
Business & Properties Division
2485 East Buckeye Road
Phoenix, Arizona 85034-4405
Attn: Deputy Aviation Director

Tenant: Tenant Full Legal Name _____
Address 1 _____
Address 2 _____
City, State, Zip _____

Date: [Insert Date]

Amount: [Insert Amount]

As required by [License Agreement No. TBD – dated] or [Permit No. _____], [Insert Tenant Full Legal Name (_____)] is providing a cash deposit to the City of Phoenix (City) as security for the faithful performance by [Insert Tenant Name] to secure payment of all amounts owed by [Insert Tenant Name] to City and its performance of other obligations under the [License No. TBD – dated] or [Permit No. _____]. [Insert Tenant Name]'s cash deposit is for the initial amount of (Insert Printed Dollar Amount) (Insert Numerical Dollar Amount), representing six months' License fees under its [License No. TBD – dated] or [Permit No. _____].

The amount of this performance guarantee established as of the date of the [License No. TBD – dated] or [Permit No. _____] may become inadequate during the [License No. TBD – dated] or [Permit No. _____] term and [Insert Tenant Name]'s agrees that it will increase the amount as the City may reasonably prescribe from time to time on at least thirty (30) days prior written notice to [Insert Tenant Name]. The City may commingle the performance guarantee with the City's other funds and City shall have no obligation to pay or account to [Insert Tenant Name] for any interest that may be earned on the performance guarantee.

If [Insert Tenant Name] defaults with respect to any provision of the [License No. TBD – dated] or [Permit No. _____], including but not limited to the provisions relating to payment of all amounts owed by [Insert Tenant Name] to City, the City may use, apply or retain all or any part of the performance guarantee for the payment of any amounts owed



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to the City or any other sum in default, or for the payment of any other amount which the City may spend or become obligated to spend by reason of the [Insert Tenant Name]'s default or to compensate the City for any other loss which the City may suffer by reason of the [Insert Tenant Name]'s default. If any portion of the performance guarantee is so used or applied, [Insert Tenant Name] shall, within ten (10) business days after written demand from the City, deposit with the City cash in an amount sufficient to restore the performance guarantee to its original amount, and [Insert Tenant Name]'s failure to do so shall be a material breach of the [License No. TBD – dated] or [Permit No. _____].

If [Insert Tenant Name] fully and faithfully performs every provision of the [License No. TBD – dated] or [Permit No. _____] to be performed by it, the performance guarantee or any balance thereof shall be returned to [Insert Tenant Name]'s within a reasonable time after the expiration of the [License No. TBD – dated] or [Permit No. _____], provided, however, that the City may retain the performance guarantee until such time as any amount due from [Insert Tenant Name] under the [License No. TBD – dated] or [Permit No. _____] has been determined and paid in full.

AGREED AND ACCEPTED:

By: _____
[Insert Tenant Full Legal Name]

Title: _____
Print

Name: _____
Print

Date: _____

1310931 rev. 8-24-18



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EXHIBIT 15

CONFLICT OF INTEREST AND SOLICITATION TRANSPARENCY DISCLOSURE FORM

REVISED JANUARY 17, 2020

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

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1. Name of person submitting this disclosure form.

First	MI	Last	Suffix
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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 owners, partners, parent, sublessees, 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.

- Subcontractors may be retained, but not known as of the time of this submission.
- List of subcontracts, including the name of the owner(s) and business name:



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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.

7. Disclosure of Conflict of Interest:

A. City Code Section 43-34

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 shall 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:

B. ARS Sections 38-501 et. Seq. & City Charter Chapter 11

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).



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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).

- 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:

8. Acknowledgements

A. 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 contact provision, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to **disqualification**.



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B. 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.

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

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

PRINT NAME

TITLE

SIGNATURE

DATE

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