



**Aircraft Rescue Mobile Prop Training
Request for Proposals (RFP)
RFP-22-F01**

Schedule

ACTIVITY (All times are local Phoenix time)	DATE
Issue RFP	May 6, 2022
Pre-Proposal Meeting at 1:00 p.m. via Cisco Webex (details listed on pages 8 and 9)	May 25, 2022
Submittal of Written Questions by 2:00 p.m.	June 8, 2022 Inquiries shall be submitted electronically via email to faith.jarrett@phoenix.gov .
Responses to Written Questions	June 22, 2022
Proposal Submittal by 2:00 p.m.	July 6, 2022
Short Listing and Consultant Interviews, if applicable	July – August 2022
Award Recommendation to Phoenix City Council	July – August 2022

Submit proposals and requests for alternate formats to:

Faith Jarrett, Procurement Officer
City of Phoenix Fire Department
150 S. 12th Street
Phoenix, Arizona 85034
Telephone: (602) 262-1890 (7-1-1 Friendly)
faith.jarrett@phoenix.gov

Date posted on website (issue Date): May 6, 2022

This RFP does not commit the City to award any agreement.
All dates subject to change.



TABLE OF CONTENTS

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034**

TABLE OF CONTENTS

SECTION I – INSTRUCTIONS: 3
SECTION II – PROFESSIONAL SERVICES AGREEMENT: 19
SECTION III – SUBMITTALS: 81



SECTION I – INSTRUCTIONS

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034**

Please read before continuing to the proposal submittal document. This list may not include every requirement; the purpose is to assist vendors, but vendors are expected to read and comply with the entire solicitation.

SOLICITATION RESPONSE CHECK LIST

Check off each of the following as the necessary action is completed.

- All forms have been completed and signed, including Solicitation Disclosure form.
- All Submittals are included.
- Reviewed and verified prices offered.
- Checked price extensions and totals.
- Included any required drawings or descriptive literature.
- If required, checked and included the amount of the offer surety.
- Reviewed the insurance requirements, if any, to assure compliance.
- Included the specified number of copies of the offer as indicated in Submittal section.
- Included signed addenda, if any.
- Addressed the mailing envelope to the Procurement Officer on the solicitation front page, at the address listed.
- The mailing envelope clearly shows your company name and address, the solicitation number, solicitation title and the offer opening date.

Mail the response timely – City must receive offers no later than the date and time indicated in the Schedule of Events or addenda.



SECTION I – INSTRUCTIONS

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

RFP PROCESS

1. INSTRUCTIONS:

The City of Phoenix is inviting qualified Offerors to submit written proposals to provide Airport Rescue Firefighter (ARFF) training, in compliance with Federal Aviation Administration (FAA) Part 139, for the Phoenix Fire Department (PFD).

Phoenix Sky Harbor International Airport (PSHIA) has ARFF capability. In order to maintain this capability, City of Phoenix Fire Department (PFD) firefighters stationed at PSHIA must train in accordance with FAA Advisory Circular 150/5210-17C, https://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.curent/documentNumber/150_5210-17. These standards mandate that PFD firefighters train with live burn exercises each year, and every third year the training must be held at a facility with multiple, simultaneously burning full-scale aircraft.

This agreement shall begin on or about September 1, 2022 with an annual training session to be held in February 2023 with additional training sessions to be held on an annual basis excluding year 2025. Per FAA regulations, live fire training must be conducted every twelve (12) months. Services are not required for this contract in 2025 as PFD firefighters will acquire certification by attending a live burn out of State. Therefore, if the 2023 burn occurs in February, subsequent burns will need to be provided by the end of February in each of the recurring years: 2024, 2026, and 2027.

Interested Offerors may submit proposals to the City in accordance with the instructions herein.

This Solicitation is available through Arizona Relay Service 7-1-1. Please call TTY (800) 367-8939 for assistance. Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence TTY (602) 495-5555 for assistance. Insert Scope Summary, any Background – Statement of Need

2. MINIMUM QUALIFICATIONS AND EVALUATION CRITERIA:

Each Consultant must demonstrate in its proposal that it meets the minimum qualifications or its proposal will be disqualified as non-responsive.

All timely proposals will be reviewed to determine whether the minimal qualification requirements have been met. Proposals that do not meet all qualification requirements will be considered non-responsive and will be rejected. In accordance with City Administrative Regulation, 3.10, proposal awards shall be made to the responsible Offeror whose proposal is determined to be the most advantageous to the City based upon the evaluation criteria listed below.



SECTION I – INSTRUCTIONS

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034**

Further, each proposal has two parts: (1) a Technical Component and (2) a Price (cost or pricing) Component. Each proposal will be evaluated on its technical and costs merits by a panel of reviewers.

The proposal evaluation factors are as follows:

Technical Component

- | | | |
|----|-------------------------------|------------|
| A. | Qualifications and Experience | 375 points |
| B. | Method of Approach | 275 points |
| C. | Proposal Completeness | 100 points |

Price Component

- | | | |
|----|---------|------------|
| D. | Pricing | 250 points |
|----|---------|------------|

TOTAL	1,000 points
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The narrative portion and materials presented in response to this RFP shall be submitted with the Price component as set forth below and follow the same order as requested and must contain, at a minimum, the following:

Category	Description	Maximum Points
Qualifications and Experience	<p><u>Business History:</u> The Offeror shall provide a history of the business including the date established, the type of ownership or legal structure of the business (sole proprietor, partnership, corporation, etc.), the length of time the firm has been operating as a legal entity, and the length of time the firm has been providing the requested services. Discuss the areas of expertise and resources available both nationally and locally to provide the requested services.</p> <p><u>Key Personnel:</u> List the proposed key members of staff to be assigned to the City's contract, including their roles and estimated participation in delivering the services.</p> <p>Attach résumés of the key personnel that will be assigned to these services. Include education and training. Résumés shall state clearly any experience specifically related to the Scope of Work and list similar work successfully completed. Limit three (3)</p>	375



SECTION I – INSTRUCTIONS

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

pages per résumé.

Offeror should include information related to the Scope of Work and list similar work successfully completed.

Adverse Actions/Potential Impact: State whether the company is currently involved in any litigation, threatened litigation, investigation, reorganization, receivership, filing, strike, audit, corporate acquisition, unpaid judgments, or any other action that could have an adverse impact on the ability to provide the required RFP needs. If so, please provide the nature of the item(s) and the potential impact.

State whether your firm has been unable to complete a contract, been removed from a contract, or been replaced during a contract period in the last five (5) years. If so, explain what happened and why.

Government/Corporate Experience: State your firm's experience in the provision of the services related to the FAA Part 139 ARFF certification process.

Sample Projects: Please submit sample projects which best illustrate the firm's qualifications for the scope of the services desired by the City (i.e., training curriculum, or after action report). Include projects accomplished by current staff while conducted under the employment of others. Projects completed must be of similar complexity and demonstrate the Offeror's ability and experience to successfully perform the services sought by the City in this RFP.

Sample Web Content, Training Materials, Class Schedules and Articles: Please



SECTION I – INSTRUCTIONS

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

	<p>provide examples of web content, training materials, class schedules and pertinent articles, as appropriate.</p> <p><u>Other Relevant Information:</u> Submit any other information which documents additional skills or experience relating to the requirements of this RFP which you believe may be relevant, including brochures and descriptions.</p>	
Method of Approach	<p>Describe Offeror's method of approach to satisfy the requirements of this Request for Proposal. This should be accomplished by covering the Scope of Work requirements. Offeror may utilize a written narrative or other printed technique to demonstrate its ability to satisfy the Scope of Work. Offerors should address issues such as:</p> <p><u>Training Props:</u> Provide and describe a list of props that will be available during the ARFF Training.</p> <p><u>Federal Compliance:</u> Describe how the training satisfies the ARFF training requirements of FAA Part 139.</p> <p><u>Customer References:</u> Please furnish a minimum of three (3) and no more than five (5) customer references from other ARFF-certified members who have utilized your facility within the last five (5) years. Provide the name of the entity, name of reference, address, telephone number and e-mail address.</p> <p>Please provide for each reference the name of the company or the government entity, name of reference, address, telephone number and e-mail address.</p>	275



SECTION I – INSTRUCTIONS

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034**

Proposal Completeness	Offeror shall ensure that its proposal submitted reflects the overall completeness, accuracy and quality of the proposal requirements. Proposals will be examined for proper grammar, punctuation, sentence structure and typos. Proposals will also be evaluated based on adherence to the proposal format requirements.	100
Pricing	Offerors shall submit pricing in accordance with the Price Page(s) included in Section V, Submittal. The Price Page(s) represent(s) the City of Phoenix's official request for price quotation and must be completed by the Offeror. The pricing stated must be a firm fee. Unless otherwise and specifically provided, the price is all-inclusive and must include all necessary costs including, but not limited to, materials, labor, travel, copying costs, incidentals, equipment, space, profit, insurance, and any other items necessary to effectively conduct and complete the Scope of Work. Please break down the price into an itemized budget.	250
Total Weighted Points		1000

3. AGREEMENT TERM AND CONTRACTUAL RELATIONSHIP:

Consultants are responsible for reading the agreement and submitting any questions about it in accordance with the process listed in this agreement. By submitting a proposal, each Consultant agrees it will be bound by the agreement. The City anticipates a five-year term. Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence of any of the following:

- reaching the end of the term and any extensions;
- completing the services set forth in the Scope of Work (the “Services”);
- payment of the maximum authorized compensation; or
- termination pursuant to the provisions of the Agreement.

4. PRE-PROPOSAL MEETING:

Consultants are encouraged to attend the pre-proposal meeting via Cisco Webex at the date and time listed on page one. Please register for this meeting by emailing the procurement officer on the front page.

Join from meeting link:

<https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=m132a2529128d85fbf02>



SECTION I – INSTRUCTIONS

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

[396d4b7071b81 \[cityofphoenix.webex.com\]](https://396d4b7071b81.cityofphoenix.webex.com)

Join by Meeting Number:

Meeting number (access code): 2467 014 0052

Meeting password: evM5Wytwj33

To join from a mobile device (attendees only)

[+1-415-655-0001](tel:+14156550001), [24670140052##](tel:+1415655000124670140052) US Toll

To join from a video system or application

Dial [24670140052@cityofphoenix.webex.com](tel:+1415655000124670140052)

5. SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS:

Contractor will provide consulting services that will be in accordance with the Scope of Work as set forth in *Exhibit A*, which may be supplemented with additional detail from time to time during the term of the Agreement, and that are satisfactory to the City. In performing these services, Contractor will also specifically comply with the applicable Supplemental Terms and Conditions that are set forth in *Exhibit E*.

6. CITY'S VENDOR SELF-REGISTRATION AND NOTIFICATION:

Vendors must be registered in the City's eProcurement Self-Registration System at <https://www.phoenix.gov/financesite/Pages/EProc-help.aspx> in order to respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from a Consultant who has not registered in the City's eProcurement system.

7. PREPARATION OF OFFER:

7.1. All forms provided must be completed and submitted with your offer. The signed and completed Solicitation Disclosure form must be included or your offer may be deemed non-responsive.

7.2. It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of your offer must be initialed in original ink by the authorized person signing the offer. No offer will be altered, amended or withdrawn after the specified offer due date and time. The City is not responsible for Consultant's errors or omissions.

7.3. All time periods stated as a number of days will be calendar days.

7.4. It is the responsibility of all Consultants to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an



SECTION I – INSTRUCTIONS

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034**

offer confers no right of withdrawal after due date and time. Consultants are strongly encouraged to:

- 7.4.1. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
- 7.4.2. Study and carefully correlate Consultant's knowledge and observations with the solicitation and other related data.
- 7.4.3. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which Consultant has discovered in or between the solicitation and such other related documents.

7.5. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Consultant is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.

8. EXCEPTIONS:

Consultant must not take any exceptions to any terms, conditions or material requirements of this solicitation. Offers submitted with exceptions will be deemed non-responsive and disqualified from further consideration. Consultants must conform to all the requirements specified in the solicitation. The City encourages Consultants to ask the procurement officer questions rather than including exception in their Offer.

9. INQUIRIES:

All questions that arise relating to this solicitation should be directed to the procurement officer on the solicitation cover page.

To be considered, written inquiries must be received at the address on the cover page by the submittal time. Written inquiries may be emailed to the address on the cover page. Inquiries received will then be answered in an addendum.

No informal contact initiated by Consultants on the proposed service will be allowed with members of City's staff from date of distribution of this solicitation until after the closing date and time for the submission of offers. All questions concerning or issues related to this solicitation must be presented in writing.

10. ADDENDA:

The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix in regard to the offering instructions, plans, drawings, specifications, or contract documents. Any changes to the plans, drawings and specifications will be in the form of an addendum. The Consultant must



SECTION I – INSTRUCTIONS

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034**

acknowledge receipt of any/all addendum by signing and returning the addenda document with the offer submittal.

11. LICENSES:

If required by law for the operation of the business or work related to this Offer, Consultant must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

12. CERTIFICATION:

By signature in the offer section of the Affidavit page, Consultant certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Consultant must not discriminate against any employee, or applicant for employment in violation of Federal or State Law. The Consultant has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

13. SUBMISSION OF OFFER:

Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events on the cover page. Late offers will not be considered. The prevailing clock will be the Department clock. Offers must be submitted in a sealed envelope and the following information should be noted on the outside of the envelope:

- Consultant's Name
- Consultant's Address (as shown on the Affidavit Page)
- Solicitation Number
- Solicitation Title

All offers must be completed in ink or typewritten. Include the number of copies that are required as indicated in the Submittal section.

14. WITHDRAWAL OF OFFER:

At any time prior to the solicitation due date and time, a Consultant (or designated representative) may withdraw the offer by submitting a request in writing and signed by a duly authorized representative. Facsimiles, telegraphic or mailgram withdrawals will not be considered. Withdrawals may not be made after the proposal due date.

15. OFFER RESULTS:

Offers will be opened on the offer due date, time and location indicated in the Schedule of Events. Offers and other information received in response to the solicitation will be shown only to authorized City personnel having a legitimate interest in them or



SECTION I – INSTRUCTIONS

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034**

persons assisting the City in the evaluation. Offers are not available for public inspection until after the City has posted the award recommendation on the City's website.

16. PRE-AWARD QUALIFICATIONS:

16.1. Consultant must have been in operation a minimum of five years. The Consultant's normal business activity during the past five years will have been for providing complete scope of work listed in this solicitation. (This information must be provided in The Submittal section. Years in Business and Customer Reference Listing of this solicitation.)

16.2. Upon notification of an award the Consultant will have number business days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.

17. AWARD OF CONTRACT:

Unless otherwise indicated, award(s) will be made to the most responsive, responsible Consultant(s) who are regularly established in the service contained in this solicitation and who have demonstrated the ability to perform the required service in an acceptable manner.

Factors that will be considered by the City include what is described in Section I – Instructions, Paragraph 2 – Minimum Qualifications and Evaluation Criteria.

Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all offers or portions thereof; or (3) reissue a solicitation.

18. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST:

The City reserves the right to disqualify any Consultant on the basis of any real or apparent conflict of interest that is disclosed by the offer submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any Consultant submitting an offer herein waives any right to object now or at any future time, before anybody or agency, including but not limited to, the City Council of the City of Phoenix or any court.

19. SOLICITATION TRANSPARENCY POLICY:

19.1. Commencing on the date and time a solicitation is published, potential or actual offerors or 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



SECTION I – INSTRUCTIONS

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034**

directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or 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, Offerors 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.

- 19.2.** Offerors may discuss their proposal 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 shall identify the participants and the subject matter, as well as invite the public to participate.
- 19.3.** With respect to the selection of the successful Offerors, 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 Offerors.
- 19.4.** This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **PROPOSERS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After official Notice is received by the City for disqualification, the Proposer may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.
- 19.5.** "To discuss" means any contact by the proposer, regardless of whether the City responds to the contact. Offerors that violate this policy shall be disqualified until the resulting contract(s) are awarded, or all offers or 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 a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until



SECTION I – INSTRUCTIONS

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034**

Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

20. PROTEST PROCESS:

20.1. Consultant may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City's best interests to set new deadlines, amend the solicitation, cancel or re-bid.

20.2. Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.

20.3. Consultant may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Consultant was notified of the adverse determination.

20.4. Consultant may protest an award recommendation if the Consultant can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations to award the contract(s) to a particular Consultant on the City's website. Consultant must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City's full and final discretion.

20.5. All protests will be in writing, filed with the Procurement Officer identified in the solicitation, and include the following:

- Identification of the solicitation number;
- The name, address and telephone number of the protester
- A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
- The form of relief requested; and
- The signature of the protester or its authorized representative.

20.6. The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City's Procurement Code, (Phoenix City Code, Ch. 43), and administrative regulations and any protests or appeals



SECTION I – INSTRUCTIONS

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

not submitted within the time requirements will not be considered.

21. PUBLIC RECORD:

All Offers submitted in response to this invitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If a Consultant believes that a specific section of its Offer response is confidential, the Consultant will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. A Consultant may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Consultant clearly labels the information “confidential.” To the extent necessary for the evaluation process, information marked as “confidential” will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Consultants 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 Consultant in writing of any request to view any portion of its Offer marked “confidential.” The Consultant will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Consultant does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

22. LATE OFFERS:

Late Offers must be rejected, except for good cause. If a late Offer is submitted, the Department will document the date and time of the submittal of the late Offer, keep the Offer and notify the Consultant that its Offer was disqualified for being a late Offer.

23. RIGHT TO DISQUALIFY:

The City reserves the right to disqualify any Consultant who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Consultant on the basis of any real or apparent conflict of interest that is disclosed by the Consultant submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of a solicitation response, the Consultant waives any right to object now or at any future time, before any agency or body including, but not limited to, the City Council of the City or any court as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Consultant.



SECTION I – INSTRUCTIONS

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

24. CONTRACT AWARD:

The City reserves the right to award a contract by individual line items, by group, all or none, or any other combination most advantageous to the City. The City reserves the right to multiple award.

25. EQUAL LOW OFFER:

Contract award will be made by putting the names of the tied vendors in a cup for a blind drawing limited to those bidders with tied offers. If time permits, the offerors involved will be given an opportunity to attend the drawing. The drawing will be witnessed by at least three persons, and the contract file will contain the names and addresses of the witnesses.

26. EVALUATION OF COMPETITIVE SEALED OFFERS:

The City will use its discretion in applying the following processes to this solicitation. Any ties in scoring will be resolved with a best and final price request and the lowest price will prevail.

27. DETERMINING RESPONSIVENESS AND RESPONSIBILITY:

27.1. Offers will be reviewed for documentation of minimum qualifications, completeness, and compliance with the Solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.

27.2. Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers (as the case may be) will render an Offer nonresponsive.

27.3. Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and an Offer that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the City in its sole discretion may instruct in writing that any Offeror remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so in writing, the City may determine the Offer to be nonresponsive.

27.4. Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the contractor, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible contractor. Responsibility includes the Offeror's integrity, skill, capacity, experience, and facilities for conducting the work to be performed.



SECTION I – INSTRUCTIONS

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

27.5. The Procurement Officer, in consultation with legal counsel, will review each Offer to determine if the Offeror is responsible. The City's determination as to whether an Offeror is responsible will be based on the information furnished by the Offeror, interviews (if any), any information at the City's request, information in any best and final offer, and information received from Offeror's references, including information about Offeror's past history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Contract resulting from the Solicitation will not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is made by the City as it deems necessary. A review of responsibility may occur up to contract award.

27.6. The Offeror's unreasonable failure to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror.

28. DETAILED EVALUATION OF OFFERS AND DETERMINATION OF COMPETITIVE RANGE:

During deliberations, the Evaluation Panel will reach a consensus score for each evaluation criterion except price. The Procurement Officer will score the price, which will be added to the overall consensus score. The overall consensus scores will determine the Offerors' rankings and which Offers are within the Competitive Range, when appropriate.

29. OFFERS NOT WITHIN THE COMPETITIVE RANGE:

The City may notify Offerors of Offers that the City determined are not in the Competitive Range.

30. DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE:

30.1. The City will notify each Offeror whose Offer is in the Competitive Range or made the 'short list' and provide in writing any questions or requests for clarification to the Offeror. Each Offeror so notified may be interviewed by the City and asked to discuss answers to written or oral questions or provide clarifications to any facet of its Offer. The Offerors in the competitive range may be required to provide a demonstration of their product.

30.2. Demonstrations - Offerors in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City of Phoenix. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The City may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).



SECTION I – INSTRUCTIONS

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034**

30.3. If an Offer in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract or Solicitation requirement, the City may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the City in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the City may instruct any Offeror to remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so, the City may determine the Offer is nonresponsive, and the City may revoke its determination that the Offer is in the Competitive Range.

30.4. To the fullest extent permitted by law, the City will not provide any information, financial or otherwise, to any Offeror about other Offers received in response to this solicitation. During discussions with Offerors in the Competitive Range, the City will not give Offerors specific prices or specific financial requirements that Offerors must meet to qualify for further consideration. The City may state that proposed prices are too high with respect to the marketplace or otherwise unacceptable. Offerors will not be told of their relative rankings before Contract award.

31. BEST AND FINAL OFFERS (BAFO):

31.1. A BAFO is an option available for negotiations. Each Offeror in the Competitive Range, which is determined in the City's sole discretion, may be afforded the opportunity to amend its Offer and make one BAFO.

31.2. If an Offeror's BAFO modifies its initial Offer, the modifications must be identified in the BAFO. The City will evaluate BAFOs based on the same requirements and criteria applicable to initial Offers. The City will adjust appropriately the initial scores for criteria that have been affected by Offer modifications made by a BAFO. Based on the criteria defined in the solicitation as weighted, the City will then perform final scoring and prepare final rankings.

31.3. The Evaluation Panel will recommend the Offer that is the best value and most advantageous to the City based on the evaluation criteria.

31.4. The City reserves the right to make an award to an Offeror whose Offer is the highest rated, best value, and most advantageous to the City based on the evaluation criteria, without conducting written or oral discussions with any Offeror, without negotiations, and without soliciting BAFOs.



**SECTION II – PROFESSIONAL SERVICES
AGREEMENT**

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034**

CITY OF PHOENIX

**PROFESSIONAL SERVICES CONSULTING AGREEMENT
AIRCRAFT RESCUE MOBILE PROP TRAINING**

AGREEMENT NO. _____

Procurement Officer
Faith Jarrett
Phoenix Fire Department
150 S. 12th Street
Phoenix, AZ 85034
Telephone: (602) 262-1890



SECTION II – PROFESSIONAL SERVICES AGREEMENT

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF PHOENIX
AND
(INSERT LEGAL NAME OF CONTRACTOR)**

This **AGREEMENT** is made and entered into this ____ of _____, 2022, (“the Effective Date”), or as of the City Clerk date, whichever is later, by and between the City of Phoenix, Arizona, a municipal corporation of the State of Arizona (hereinafter referred to as “City”) and (insert legal name of Contractor here), (hereinafter referred to as “Consultant or Contractor”).

RECITALS:

WHEREAS, The City Manager of the City of Phoenix, Arizona, is authorized by the provisions of the City Charter to execute agreements for professional services.

WHEREAS, The City desires to obtain the services that are specifically set forth in this Agreement.

WHEREAS, The City procured these professional services in accordance with the Phoenix City Code and Administrative Regulation 3.10.

WHEREAS, Contractor possesses the skills and expertise necessary to provide such services as desired by the City.

WHEREAS, This Agreement is authorized by the City Council (Ordinance Number and Agenda Number if applicable) Enter date.

AGREEMENT:

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. TERM OF AGREEMENT:

- 1.1. This Agreement begins on the Effective Date in the above introductory paragraph, and upon approval by the City, for a five-year term.
- 1.2. This Agreement will terminate upon the earliest occurrence of any of the following:
 - 1.2.1. reaching the end of the term exercised as set forth in 1.1.;



SECTION II – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

- 1.2.2. completing the services set forth in the Scope of Work attached as *EXHIBIT A – SCOPE OF WORK* (the “Services”);
- 1.2.3. payment of the maximum compensation under Paragraph 2 of this Agreement; or
- 1.2.4. termination pursuant to the provisions of this Agreement.

2. PAYMENT:

- 2.1. The total amount to be remitted by the City to Contractor for all Services satisfactorily performed under this Agreement will not exceed \$**Enter amount per year** including reasonable and necessary travel expenses, if approved in advance by the City and included in the Fee Schedule *EXHIBIT B*. Under this Agreement, the City will pay for Services at the rate(s) specified in the Fee Schedule and that comply with the requirements for Reimbursable Expenses as outlined below, with no additional charges for overhead, benefits, local travel or administrative support. Payments will be made in proportion to the Services performed and no more than 90% of the total contract price will be paid before the work is totally completed and accepted by the City.
- 2.2. Contractor will submit monthly invoices on or before the 15th of every month. Each invoice will be accompanied with itemized receipts. The invoice will be submitted free of mathematical errors and/or missing supporting documentation. All appropriate documentation will be provided that supports the charges reflected in the monthly invoice. Upon finding of an error and/or missing documentation, the City will return the invoice to the Contractor. Contractor will promptly resubmit the revised invoice to the City. Each revised invoice will document the date that the revised invoice is submitted to the City. Requests for payment must be submitted with documentation of dates and hours worked, hourly rate charged, and a detailed description of the Services performed. Failure of City to identify an error does not waive any of the City’s rights.
- 2.3. Invoices will be submitted to: invoices@phoenix.gov.

3. METHOD OF ORDERING (PURCHASE ORDERS):

Contractor will deliver items and/or services only upon receipt of a written purchase order issued by the department. All contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.

4. SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS:

Contractor will provide consulting services that will be in accordance with the Scope of Work as set forth in *EXHIBIT A – SCOPE OF WORK*, which may be supplemented with additional detail from time to time during the term of the Agreement, and that are



SECTION II – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

satisfactory to the City. In performing these services, Contractor will also specifically comply with the applicable Supplemental Terms and Conditions that are set forth in *EXHIBIT E*.

5. INDEMNIFICATION & INSURANCE REQUIREMENTS - SEE EXHIBIT C

6. INDEPENDENT CONTRACTOR STATUS; EMPLOYMENT DISCLAIMER.

6.1. The parties agree that Contractor is providing the Services under this Agreement on a part-time and/or temporary basis and that the relationship created by this Agreement is that of independent contractors. Neither Contractor nor any of Contractor's agents, employees or helpers will be deemed to be the employee, agent, or servant of the City. The City is only interested in the results obtained under this Agreement; the manner, means and mode of completing the same are under the sole control of Contractor.

6.2. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in this Agreement. The parties agree that no individual performing under this Agreement on behalf of Contractor will be considered a City employee, and that no rights of City Civil Service, City retirement or City personnel rules will accrue to such individual. Contractor will have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and will save and hold harmless the City with respect thereto.

7. LEGAL WORKER REQUIREMENTS:

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

- 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 Arizona Revised Statutes § 23-214, subsection A.
- A breach of warranty herein will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.



SECTION II – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

- The City retains the legal right to inspect the papers of the Contractor or subcontractor employee(s) who work(s) on this Agreement to ensure that Contractor or subcontractor is complying with the warranty herein.

8. CONFIDENTIALITY AND DATA SECURITY:

- 8.1. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor will not disclose data generated in the performance of the Services to any third person without the prior written consent of the City Manager, or his/her designee.
- 8.2. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Contractor must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.
- 8.3. In the event that data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, Contractor will notify the City Privacy Officer immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.
- 8.4. Contractor agrees that the requirements of this Section will be incorporated into all subcontractor/subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.
- 8.5. The obligations of Contractor under this Section will survive the termination of this Agreement.

9. CONTACTS WITH THIRD PARTIES:

- 9.1. Contractor or its subcontractors will not contact third parties to provide any information in connection to the Services provided under this Agreement without the prior written consent of the City. Should Contractor or its subcontractors be



SECTION II – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

contacted by any person requesting information or requiring testimony relative to the Services provided under this Agreement or any other prior or existing Agreement with the City, Contractor or its subcontractors will promptly inform the City giving the particulars of the information sought and will not disclose such information or give such testimony without the written consent of the City or court order. The obligations of Contractor and its subcontractors under this Section will survive the termination of this Agreement.

- 9.2.** Contractor agrees that the requirements of this Section will be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

10. SBE/ DBE UTILIZATION:

The City extends to each individual, firm, vendor, supplier, contractor and subcontractor an equal economic opportunity to compete for City business and strongly encourages voluntary utilization of small and/or disadvantaged businesses to reflect both the industry and community ethnic composition. The use of such businesses is encouraged whenever practical.

11. AUDIT/RECORDS:

- 11.1.** The City reserves the right, at reasonable times, to audit Contractor's books and records relative to the performance of service under this Agreement. All records pertaining to this Agreement will be kept on a generally accepted accounting basis for a period of five years following termination of the Agreement.
- 11.2.** If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

12. COMPLIANCE WITH LAWS:

Contractor will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs on Contractor, a request for an amendment may be submitted pursuant to this Agreement.



SECTION II – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

To the extent applicable, Contractor shall comply with all federal, state, county, and/or City of Phoenix (including Airport) guidelines, rules and regulations with respect to COVID-19 (including variants) mitigation measures.

Because the contractor will be acting as an independent Contractor, the City assumes no responsibility for the Contractor's acts. Contractor shall comply with the following provisions incorporated herein by this reference:

- **Supplemental Terms and Conditions to All Airport Agreements** attached, marked **Exhibit F**;
- **Compliance with Environmental Laws** attached, marked **Exhibit G**.

13. AMENDMENTS:

Whenever an addition, deletion or alteration to the Services described in *EXHIBIT A – SCOPE OF WORK* substantially changes the Scope of Work thereby materially increasing or decreasing the cost of performance, a supplemental agreement must first be approved in writing by the City and Contractor before such addition, deletion or alteration will be performed. Changes to the Services may be made and the compensation to be paid to Contractor may be adjusted by mutual agreement, but in no event may the compensation exceed the amount authorized without further written authorization. It is specifically understood and agreed that no claim for extra work done or materials furnished by Contractor will be allowed except as provided herein, nor will Contractor do any work or furnish any materials not covered by this Agreement unless first authorized in writing. Any work or materials furnished by Contractor without prior written authorization will be at Contractor's risk, cost and expense, and Contractor agrees to submit no claim for compensation or reimbursement for additional work done or materials furnished without prior written authorization.

14. NO ORAL ALTERATIONS:

No alteration or variation of the terms of this Agreement will be binding on the parties herein unless such alteration or variation is in writing and signed by each of the parties to this Agreement. No oral understanding or agreement not incorporated in this Agreement will be binding on any of the parties herein.

15. NOTICES:

15.1. Any notice, consent or other communication ("Notice") required or permitted under this Agreement will be in writing and either: (1) delivered in person; (2) sent via e-mail, return receipt requested; (3) sent via facsimile transmission; (4) deposited with any commercial air courier or express delivery service; or (5) deposited in the United States mail, postage prepaid.



**SECTION II – PROFESSIONAL SERVICES
AGREEMENT**

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034**

If to Contractor:

If to City:

Faith Jarrett
City of Phoenix, Fire Department
150 S. 12th Street
Phoenix, AZ 85034
Telephone: (602) 262-1890

15.2. Notice will be deemed received: (1) at the time it is personally served; (2) on the day it is sent via e-mail; (3) on the day it is sent by facsimile transmission; (4) on the second day after its deposit with any commercial air courier or express delivery service; or (5) five business days after the Notice is deposited in the United States mail as above provided. Any time period stated in a Notice will be computed from the time the Notice is deemed received.

15.3. Notices sent by e-mail and facsimile transmission will also be sent by regular mail to the recipient at the above address. This requirement for duplicate Notice is not intended to change the effective date of the Notice sent by e-mail or facsimile transmission.

16. INTEGRATION:

This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings, agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by any party hereto which is not embodied in this Agreement, and no party will be bound by or liable for any statement of intention not so set forth.

17. GOVERNING LAW; FORUM; VENUE:

This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

18. FISCAL YEAR CLAUSE:

The City's fiscal year begins July 1st and ends June 30th each calendar year. The City may make payment for services rendered or costs encumbered only during a



SECTION II – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

fiscal year and for a period of 60 days immediately following the close of the fiscal year, under the provisions of Arizona Revised Statutes §42-17108. Therefore, Contractor must submit billings for services performed or costs incurred prior to the close of a fiscal year within ample time to allow payment within this 60-day period.

19. TERMINATION OR SUSPENSION OF SERVICES:

19.1. City's Right to Terminate:

The City reserves the right to terminate this Agreement without cause, or to abandon the Services, or any part of the Services not then completed, by notifying Contractor in writing. Immediately upon receiving a written notice to terminate or suspend Services, Contractor will:

- Discontinue advancing the work in progress, or such part that is described in the notice.
- Deliver to the City all collected raw data, draft reports, preliminary reports, working papers, estimates and forecasts entirely or partially completed, together with all unused materials supplied by the City.
- Appraise the work it has completed and submit its appraisal to the City for evaluation.
- Be paid in full the pro rata value for services performed to the date of its receipt of the Notice of Termination, including reimbursement for all reasonable costs and expenses incurred by Contractor in terminating the work, including demobilization of field service. No payment will be made for loss of anticipated profits or unperformed services.

19.2. Termination for Non-Appropriation of Funds:

This Contract is contingent on the appropriation of adequate funds by the Phoenix City Council for each fiscal year during the terms of this Contract. If adequate funds are not appropriated, then this Contract shall terminate on June 30 of the last fiscal year for which funds were appropriated. The termination shall be without penalty or any liability by the City.

20. FINAL PAYMENT:

20.1. PAYMENT: The City will make final payment for all Services performed and accepted within 60 days after Contractor has delivered to the City any final progress reports, documentation, materials and evidence of costs and disbursement as required under this Agreement. Any use by the City of preliminary reports, raw data or other incomplete material returned by Contractor will be at the City's sole risk for such use.



SECTION II – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

21. TEMPORARY SUSPENSION:

The City may, by written notice, direct Contractor to suspend performance on all or any part of the Services for such period of time as may be determined by the City to be necessary or desirable for its convenience. If such suspension causes additional expense to Contractor in performance, and not due to fault or negligence of Contractor, the payment will be adjusted on the basis of actual costs resulting directly from the suspension, and the period for performance of the Services will be extended by mutual agreement. Any claim by Contractor for a price adjustment must be supported by appropriate documentation asserted promptly after Contractor has been notified to suspend performance.

22. PROFESSIONAL COMPETENCY:

22.1. QUALIFICATIONS: Contractor represents that it is familiar with the nature and extent of this Agreement, the Services, and any conditions that may affect its performance under this Agreement. Contractor further represents that it is fully experienced and properly qualified, is in compliance with all applicable license requirements, and is equipped, organized, and financed to perform such Services.

22.2. LEVEL OF CARE AND SKILL: Services provided by Contractor will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of Contractor's profession currently practicing in the same industry under similar conditions. Acceptance or approval by the City of Contractor's work will in no way relieve Contractor of liability to the City for damages suffered or incurred arising from the failure of Contractor to adhere to the aforesaid standard of professional competence.

23. SPECIFIC PERFORMANCE:

Contractor agrees that in the event of a breach by Contractor of any material provision of this Agreement, the City will, upon proper action instituted by it, be entitled to a decree of specific performance thereof according to the terms of this Agreement. In the event the City will elect to treat any such breach on the part of Contractor as a discharge of the Agreement, the City may nevertheless maintain an action to recover damages arising out of such breach. This paragraph is not intended as a limitation of such other remedies as may be available to the City under law or equity.

24. FORCE MAJEURE:

Contractor will not be responsible or liable for, or deemed in breach hereof because of any delay in the performance of its obligations hereunder to the extent caused by circumstances beyond its control, without its fault or negligence, and that could not have been prevented by the exercise of due diligence, including but not limited to fires,



SECTION II – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

natural disasters, riots, wars, unavoidable and unforeseeable site conditions, failure of the City to provide data within the City's possession or to make necessary decisions or provide necessary comments in connection with any required reports prepared by Contractor in connection with the Services and the unforeseeable inability to obtain necessary site access, authorization, permits, licenses, certifications and approvals (such causes hereafter referred to as "Force Majeure").

25. DOCUMENTATION:

25.1. HEADINGS: Headings for articles, sections, and paragraphs are for reference only and do not limit the content or scope of any provision of this Contract.

25.2. DISSEMINATION AND RETENTION: There will be no dissemination or publication of any information gathered, or documents prepared in the course of the performance of the Services without the prior written consent of the City. Should the City, upon advice of counsel, deem it necessary, due to existing or anticipated litigation, to assert a legal privilege of protection and non-disclosure with regard to the subject matter of this Agreement, then, and in that event, upon written demand, Contractor will relinquish to the possession and control of the City its entire file related to this Agreement and only those portions of said file deemed by the City to be not privileged will be returned to Contractor pending the resolution of the existing or anticipated litigation.

25.3. FORMAT AND QUALITY: All documents prepared by Contractor will be prepared in a format and at a quality approved by the City.

25.4. DOCUMENT REVIEW: Contractor will review all documents provided by the City related to the performance of the Services and will promptly notify the City of any defects or deficiencies discovered in such review.

25.5. SUBMITTALS: Contractor will provide timely and periodic submittals of all documents required of Contractor, including subcontracts, if any, as such become available to the City for review.

26. RELEASE OF INFORMATION - ADVERTISING AND PROMOTION:

Contractor will not publish, release, disclose or announce to any member of the public, press, official body, or any other third party: (1) any information concerning this Agreement, the Services, or any part thereof; or (2) any documentation or the contents thereof, without the prior written consent of the City, except as required by law. The name of any site on which Services are performed will not be used in any advertising or other promotional context by Contractor without the prior written consent of the City.



SECTION II – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

27. CONFLICTS OF INTEREST:

27.1. Contractor acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure this Agreement upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the Phoenix City Council or any employee of the City has any financial interest in the consulting firm. For breach of violation of this warranty, the City will have the right to annul this Agreement without liability, including any such commission, percentage, brokerage or contingent fee.

27.2. The City reserves the right to immediately terminate the contract in the event that the City determines that Contractor has an actual or apparent conflict of interest.

27.3. Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the City for the purpose of securing this Agreement, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of this Agreement, the City may, by one calendar day written notice to Contractor, terminate the right of Contractor to proceed under this Agreement, provided that the existence of the facts upon which the City made such finding will be an issue and may be litigated in an Arizona court of competent jurisdiction. In the event of such termination, the City will be entitled to the same remedies against Contractor as could be pursued in the event of default by Contractor.

27.4. This Agreement is subject to the requirements of Arizona Revised Statutes §38-511.

28. ATTORNEY FEES:

In any contested action related to or arising out of this Contract, the prevailing party shall recover its attorney fees, court costs, and other expenses from the other party. Where there are no competing claims, “prevailing party” means the party that substantially obtained the relief sought. Where there are competing claims, the prevailing party is the net winner or the party who prevailed in a totality of the litigation.

29. PUBLIC RECORDS:

29.1. Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, the Contractor acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, the Contractor understands that disclosure of some or all of the items subject to this Agreement may be required by law.



SECTION II – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

29.2. In the event City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Contractor, the City agrees to provide the Contractor with notice of that request, which shall be deemed given when deposited by the City with the USPS for regular delivery to the address of the Contractor specified in their proposal. Within ten days of City notice by the City, the Contractor will inform the City in writing of any objection by the Contractor to the disclosure of the requested information. Failure by the Contractor to object timely shall be deemed to waive any objection and any remedy against the City for disclosure.

29.3. In the event the Contractor objects to disclosure within the time specified, the Contractor agrees to handle all aspects related to request, including properly communicating with the requestor and timely responding with information the disclosure of which the Contractor does not object thereto. Furthermore, the Contractor agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Agreement.

30. CLAIMS OR DEMANDS AGAINST THE CITY:

30.1. Contractor acknowledges and accepts the provisions of Chapter 18, Section 14 of the Charter of the City of Phoenix, pertaining to claims or demands against the City, including provisions therein for set-off of indebtedness to the City against demands on the City, and Contractor agrees to adhere to the prescribed procedure for presentation of claims and demands. Nothing in Chapter 18, Section 14 of the Charter of the City of Phoenix alters, amends or modifies the supplemental and complementary requirements of the State of Arizona Notice of Claim statutes, Arizona Revised Statutes §§ 12-821 and 12-821.01, pertaining to claims or demands against the City. If for any reason it is determined that the City Charter and state law conflict, then state law will control.

30.2. Moreover, nothing in this Agreement will constitute a dispute resolution process, an administrative claims process, or contractual term as used in Arizona Revised Statutes § 12-821.01(C), sufficient to affect the date on which the cause of action accrues within Arizona Revised Statutes § 12-821.01(A) and (B).



**SECTION II – PROFESSIONAL SERVICES
AGREEMENT**

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034**

31. WAIVER OF CLAIMS FOR ANTICIPATED PROFITS:

Contractor waives any claims against the City and its officers, officials, agents and employees for loss of anticipated profits caused by any suit or proceeding, directly or indirectly, involving any part of this Agreement.

32. CONTINUATION DURING DISPUTES:

32.1. Contractor agrees as a condition of this Agreement that in the event of any dispute between the parties, provided no Notice of Termination has been given by the City, and if it is feasible under the terms of this Agreement each party will continue to perform the obligations not related to the dispute required of it during the resolution of such dispute, unless enjoined or prohibited by a court of competent jurisdiction.

32.2. Failure or delay by either party to exercise any right, power or privilege specified in or appurtenant to this Agreement will not be deemed a waiver.

33. THIRD PARTY BENEFICIARY CLAUSE:

The parties expressly agree that this Agreement is not intended by any of its provisions to create any right of the public or any member thereof as a third party beneficiary nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

34. LAWFUL PRESENCE REQUIREMENT:

Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.

35. NO ISRAEL BOYCOTT:

If this Contract is valued at \$100,000 or more and requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, or construction, then Contractor must certify and agree that it does not and will not boycott goods or services from Israel, pursuant to Title 35, Chapter 2, Article 9 of the Arizona Revised Statutes. Provided that these statutory requirements are applicable, Contractor by entering this Contract now certifies that it is not currently engaged in, and agrees for



SECTION II – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

the duration of the Contract to not engage in, a boycott of goods or services from Israel.

36. EQUAL EMPLOYMENT OPPORTUNITY AND PAY:

36.1. In order to do business with the city, contractor must comply with Phoenix City Code, 1969, chapter 18, Article V, as amended, equal employment opportunity requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

36.2. For a contractor with 35 employees or fewer: Contractor in performing under this agreement 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 contractor will 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. 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 contractor further agrees that this clause will be incorporated in all subcontracts related to this agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, contractor agreements or subleases of this agreement entered into by supplier/lessee.

36.3. For a contractor with more than 35 employees: Contractor in performing under this agreement 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 contractor will 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 contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who



**SECTION II – PROFESSIONAL SERVICES
AGREEMENT**

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034**

may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier/lessee. The contractor 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.

36.4.Documentation: Suppliers and lessees may be required to provide additional documentation to the equal opportunity department affirming that a nondiscriminatory policy is being utilized.

36.5.Monitoring: The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article 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.



SECTION II – PROFESSIONAL SERVICES AGREEMENT

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034**

APPROVALS

IN WITNESS WHEREOF, the parties herein have caused this Agreement to be executed, effective as of the date in the first paragraph (the “Effective Date”);

CITY OF PHOENIX, a municipal corporation
Jeffrey Barton, City Manager

By: _____
Michael J. Duran
Fire Chief

ATTEST:

City Clerk

APPROVED AS TO FORM:

Cris Meyer, City Attorney

By: _____
David Lavelle
Assistant Chief Counsel

(insert legal name of contractor here)
a State corporation

By: _____
Name
Title, (President and CEO, etc.)



SECTION II – PROFESSIONAL SERVICES AGREEMENT

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034**

EXHIBIT A – SCOPE OF WORK

1. BACKGROUND:

The City of Phoenix Fire Department (PFD) seeks professional services and facilities to conduct Federal Aviation Administration (FAA) Part 139 Annual Airport Rescue Firefighter (ARFF) Mobile Prop Training for a five-year term.

Phoenix Sky Harbor International Airport (PSHIA) has ARFF capability. In order to maintain this capability, City of Phoenix Fire Department (PFD) firefighters stationed at PSHIA must train in accordance with FAA Advisory Circular 150/5210-17C, https://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentNumber/150_5210-17. These standards mandate that PFD firefighters train with live burn exercises each year, and every third year the training must be held at a facility with multiple, simultaneously burning full-scale aircraft.

This agreement shall begin on or about September 1, 2022 with an annual training session to be held in February 2023 with additional training sessions to be held on an annual basis excluding year 2025. Per FAA regulations, live fire training must be conducted every twelve (12) months. Services are not required for this contract in 2025 as PFD firefighters will acquire certification by attending a live burn out of State. Therefore, if the 2023 burn occurs in February, subsequent burns will need to be provided by the end of February in each of the recurring years: 2024, 2026, and 2027.

Tentative Schedule of Events (Training every 12-months excluding Year 2025):

February 2023
February 2024
<i>No mobile burn services required under this contract for 2025.</i>
February 2026
February 2027

2. SCOPE OF WORK:

Specified by the ARFF Program Manager at least 30 days prior to training dates, a maximum of twenty (20) firefighters will be trained each day and the average class is expected to include sixteen (16) firefighters. Training will be conducted at the following locations:

Phoenix Fire Department
Training Academy
2425 West Lower Buckeye Road



SECTION II – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

Phoenix, AZ 85009

OR

Phoenix Sky Harbor International Airport
3547 E. Sky Harbor Blvd.
Phoenix, AZ 85034

The Contractor will provide:

- 2.1. A Mobile Aircraft Fire Fighting Trainer that meets the requirements of FAA Advisory Circular 150/5220-17A Design Standard for an Aircraft Rescue and Firefighting Training Facility. The Trainer shall be capable of facilitating both handline and apparatus foam turret operations scenarios.
- 2.2. Historically dates are reserved 6 months in advance of training sessions. Staff and other resources necessary to set up the Mobile Trainer in time to begin training in February, 2023 and staff to disassemble the Mobile Trainer at the conclusion of training in February, 2023. Training will begin at 8:00 a.m. and end by 5:00 p.m. each day. Subsequent annual training dates will be coordinated at a later date.
 - 2.2.1. Annual Burn Training days: The proposal is to include nine (9) to twelve (12) consecutive training days in February, excluding Sundays and holidays, to be agreed upon between the City of Phoenix and the Offeror, for all training years (2023, 2024, 2026, and 2027).
- 2.3. Training/Safety personnel must be present during each training day to operate the Mobile Trainer in conjunction with Phoenix Fire Department staff.
- 2.4. The required training certificates in accordance with FAA Part 139, to be presented to the firefighters who successfully complete the live burn training.

To facilitate the training services that the successful Offeror will provide, the Phoenix Fire Department will provide the following:

- Site for the training,
- Fuel for the training simulator,
- Supplemental/instructional staff,
- Fire apparatus and equipment (including radios),
- ALS standby,
- Firefighting water supply system, and
- Any other support agreed to be necessary between the City and Contractor.



SECTION II – PROFESSIONAL SERVICES AGREEMENT

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034**

EXHIBIT B – FEE SCHEDULE

1. FEE SCHEDULE:

In accordance with the Scope of Work for this RFP, Offeror shall include pricing for the provision professional services and facilities to conduct Federal Aviation Administration Part 139 Annual Airport Rescue Firefighter Mobile Prop Training for a five-year term. The training is for ARFF-certified firefighters. The price stated below must include all necessary costs including, but not limited to, hourly labor rate, materials, overhead, administrative charges, taxes, profit, insurance, estimated travel expenses and any other applicable expenses.

TOTAL CONTRACT AMOUNT

Annual Training Sessions at Phoenix location(s) for five-year contract period

\$ _____

** ANNUAL MOBILE PROP SERVICES NOT NEEDED IN 2025*

2. SAMPLE ITEMIZED BUDGET:

The following is a sample of an itemized budget only. An itemized budget is required as referenced under Tab 3 – Pricing Submittal. It is up to the Proposer to decide what critical categories of information should be provided in the itemized budget they provide in their submittal.

SAMPLE ITEMIZED BUDGET	AMOUNT
February 2023	
February 2024	
<i>No mobile burn services required under this contract for 2025.</i>	
February 2026	
February 2027	
<i>Aircraft Rescue Mobile Prop Training (five-year contract period)</i> TOTAL	



SECTION II – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

EXHIBIT C – INDEMNIFICATION & INSURANCE REQUIREMENTS

1. DEFENSE AND INDEMNIFICATION:

Consultant (“Indemnitor”) must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever (“Losses”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors (“Indemnitor’s Agents”) arising out of or in connection with this Contract. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses or other amount arising out of or recovered under any state’s Workers’ Compensation Law or arising out of the failure of Indemnitor or Indemnitor’s Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor’s duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely as a result of Indemnitee’s own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Indemnitor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to any work performed by Indemnitor or Indemnitor’s Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.

2. CONTRACTOR’S INSURANCE:

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 their obligations have been discharged, including any warranty periods under this Contract.

The City in no way warrants that the 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 may purchase additional insurance as they determine necessary.



SECTION II – PROFESSIONAL SERVICES AGREEMENT

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034**

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 liability limits provided that (1) the coverage is written on a “following form” basis, and (2) all terms under each line of coverage below are met.

2.1.1. Commercial General Liability – Occurrence Form

General Aggregate	\$5,000,000
Products – Completed Operations Aggregate	\$5,000,000
Personal and Advertising Injury	\$5,000,000
Each Occurrence	\$5,000,000

- The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor related to this Contract.
- The policy must not contain any exclusions for operations on or near airport premises.
- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

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
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SECTION II – PROFESSIONAL SERVICES AGREEMENT

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034**

- The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, relating to this Contract.
- The policy must not contain any exclusions for operations on or near airport premises.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

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.

2.2. NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to:

City of Phoenix Fire Department
Faith Jarrett
150 S. 12th Street
Phoenix AZ 85034
faith.jarrett@phoenix.gov

2.3. 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.



SECTION II – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

Best” rating of not less than B+ VI. The City in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

- 2.4. 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 of Phoenix Fire Department
Faith Jarrett
150 S. 12th Street
Phoenix AZ 85034
faith.jarrett@phoenix.gov

The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete 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.**

2.5. SUBCONTRACTORS:

Contractor’s certificates shall include all subcontractors as additional insureds under its policies **OR** Contractor shall be responsible for ensuring and verifying that all subcontractors have valid and collectable insurance. At any time throughout the life of the contract, the City of Phoenix reserves the right to require proof from the Contractor that its subcontractors have insurance coverage. All subcontractors providing services included under this Contract’s Scope of Services are subject to the insurance coverages identified above and must include the City of Phoenix as an additional insured. In certain circumstances, the Contractor may, on behalf of its subcontractors, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed



**SECTION II – PROFESSIONAL SERVICES
AGREEMENT**

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034**

under the subcontract. Contractor assumes liability for all subcontractors with respect to this Contract.

2.6. APPROVAL:

Any modification or variation from the insurance coverages and conditions in this Contract must be documented by an executed contract amendment.



**SECTION II – PROFESSIONAL SERVICES
AGREEMENT**

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034**

EXHIBIT D - CONSULTANT'S INSURANCE CERTIFICATE

Consultant's Insurance Certificate



**SECTION II – PROFESSIONAL SERVICES
AGREEMENT**

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034**

EXHIBIT E – SUPPLEMENTAL TERMS AND CONDITIONS

1. NON-ASSIGNABILITY:

This Agreement is in the nature of a personal services agreement and Consultant shall have no power to assign its rights and obligations under this Agreement. OR without the prior written consent of the City. Any attempt to assign without such prior written consent shall be void.

AND

An essential consideration provided to the City by Consultant to induce the City to enter into the Agreement is Consultant's representation that the individual(s) performing services shall include Consultant's principals, _____ and _____. Therefore, should any of the above named individuals sever their relationship with the Consultant, or otherwise be unavailable to carry out Consultant's duties under this Agreement for an extended period of time, which period shall be determined at the sole discretion of the City, then the City, without notice, may immediately terminate this Agreement for cause.

2. TITLE:

All documents including but not limited to artwork, copy, posters, billboards, photographs, video tapes, audio tapes, systems designs, drawings, estimates, field notes, investigations, software, reports, diagrams, surveys, analyses, studies or any other original works of authorship created by Consultant in the performance of this Agreement are to be and remain "works for hire" under Title 17, United States Code, and the property of the City and all copyright ownership and authorship rights in the work(s) shall belong to the City pursuant to 17 U.S.C. § 201(b). In the event that the work(s) that is/are the subject matter of this Agreement is deemed to not be work for hire, then Consultant hereby assigns to the City all of the right, title and interest for the entire world in and to the work(s) and the copyright therein. Consultant agrees to cooperate and execute additional documents reasonably necessary to conform to its obligations under this paragraph.

All documents, together with all unused materials supplied by the City, are to be delivered to the City upon termination of this Agreement before the final payment is made to Consultant.

3 CONTRACT WORKER ACCESS CONTROLS, BADGE AND KEY ACCESS REQUIREMENT:

3.1. Contractor and Subcontractor Workers Background Screening:

3.1.1. Contractor agrees that all Contractor and subcontractors' workers (collectively "Contractor's Worker(s))" that Contractor furnishes to the City pursuant to this agreement will be subject to background and security



SECTION II – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

checks and screening (collectively “Background Screening”) at Contractor’s sole cost and expense, unless otherwise addressed in the Scope of Work.

- 3.1.2. The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.
- 3.1.3. The background screening provided by Contractor will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening required in this section is necessary to preserve and protect the public health, safety and welfare.
- 3.1.4. The background screening requirements set forth in this section are the minimum requirements for the agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor’s services under this agreement or Contractor’s failure to comply with this section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers will take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this agreement.
- 3.1.5. Unless otherwise addressed in the scope of work, the contracting department will review and approve maximum risk background check results provided by the Contractor. Information to verify the results will be returned to the Contractor after the City’s review. The City will not keep records related to background checks. The City will only respond with an approve or deny.

3.2. Background Screening Level: Because of the varied types of services performed, the City has established two levels of risk and associated background screening: Standard and Maximum risk. The current risk level and background screening required is **MAXIMUM RISK**.

3.3. Maximum Risk Level: A maximum risk background screening will be performed every five years when the Contract Worker’s work assignment will:

- 3.3.1. work directly with vulnerable adults or children, (under age 18); or
- 3.3.2. any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or



SECTION II – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

3.3.3. unescorted access to:

- City data centers, money rooms, high-value equipment rooms; or
- unescorted access to private residences; or
- access to critical infrastructure sites/facilities; or
- direct or remote access to Criminal Justice Information Systems (CJIS) infrastructure.

3.4. Requirements: The background screening for maximum risk level will include a background check for real identity/legal name, and will include felony and misdemeanor records from any county in the United States, the State of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire. In addition, Maximum screening levels may require additional checks as included herein, depending on the scope of work, and may be amended if the scope of work changes.

3.5. Additional Maximum Risk Background Checks: Maximum screening will additionally require:

- 3.5.1. Credit Check (for cash handling, accounting, and compliance positions only)
- 3.5.2. Driving records (for driving positions only)
- 3.5.3. Fingerprint verification (when Contract Worker is working directly with children or vulnerable adults or scope takes the individual to a City location with Criminal Justice Information System (CJIS) access.)

3.6. Contractor Certification; City Approval of Maximum Risk Background Screening:

- 3.6.1. Unless otherwise provided for in the Scope of Work, Contractor will be responsible for:
 - 3.6.1.1. determining whether Contract Worker(s) are disqualified from performing work for the City for maximum risk level background checks; and,
 - 3.6.1.2. submitting pass/fail results to the City for approval; and,
 - 3.6.1.3. for reviewing the results of the background check every three to five years, dependent on scope; and,
 - 3.6.1.4. to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
 - 3.6.1.5. submitting the list of qualified Contract Workers to the contracting department; and,
 - 3.6.1.6. If, upon review of the background information, the City will advise the Contractor if it believes a Contract Worker should be



SECTION II – PROFESSIONAL SERVICES AGREEMENT

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034**

disqualified. The Contractor will evaluate the Contract Worker and if the Contractor believes that there are extenuating circumstances that suggest that the person should not be disqualified, the Contractor will discuss those circumstances with the contracting department. The contracting department decision on disqualification of a Contract Worker is final.

- 3.6.2. For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.
- 3.6.3. By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current.
- 3.6.4. The City final documented decision will be an “approve” or “deny” for identified Contract Workers.
- 3.6.5. The City will not keep records related to background checks once they are confirmed. Information to verify the results will be returned to the Contractor, or any contracted agency that assists with review, after the City’s completed review.
- 3.6.6. By executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all such background screening requirements for the maximum risk background screening, and verified legal worker status, as required.
- 3.6.7. Contract Workers will not apply for the appropriate City of Phoenix identification and access badge or keys until Contractor has received the City’s written acceptance of Contract Worker’s maximum risk background screening. The City may, in its sole discretion, accept or reject any or all the Contract Workers proposed by Contractor for performing work under this Agreement. A Contract Worker rejected for work at a maximum risk level under this agreement will not be proposed to perform work under other city contracts or engagements without city’s prior written approval.



SECTION II – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

3.7. Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts: Contractor will include the terms of this section for Contract Worker background screening in all contracts and subcontracts for services furnished under this Agreement.

3.8. Materiality of Background Screening Requirements; Indemnity: The background screening requirements are material to City's entry into this agreement and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, Contractor will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this Agreement or Contractor's failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.

3.9. Continuing Duty; Audit: Contractor's obligations and requirements that Contract Workers satisfy this background screening section will continue throughout the entire term of this agreement. Contractor will notify the City immediately of any change to a background screening of a Contract Worker previously approved by the City. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's compliance with this section.

3.10. Variances and Exemptions:

3.10.1. There are federal and state regulations that necessitate an exemption from this policy. Contract Workers who fall under the following areas may be considered exempt from this policy:

- Federal Homeland Defense Bureau (e.g. Aviation, Water Services, Transit, Police and Fire Departments).
- Transportation Security Administration (e.g. Aviation, Fire, and Police Departments).
- Federal Aviation Administration (e.g. Aviation, Police, and Fire Departments).
- Department of Public Safety (DPS) Administration – presenting a current Level One Department of Public Safety fingerprint card (e.g. Human Services, Housing, Parks, and Aviation Departments).



SECTION II – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

- Arizona or other State Bars (Lawyers registered to practice and licensed by a State bar).
- Other background checks performed within the last three to five years may be approved if they fit all required criteria herein.

3.11. Contractor's Default; Liquidated Damages; Reservation of Remedies for

Material Breach: If Contractor is required to access any City facilities without an escort, City badging is required. Contractor's default under this section will include, but is not limited to, the following:

- 3.11.1. Contract Worker gains access to a City facility(s) without the proper badge or key;
- 3.11.2. Contract Worker uses a badge or key of another to gain access to a City facility;
- 3.11.3. Contract Worker commences services under this agreement without the proper badge, key or background screening;
- 3.11.4. Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable background screening; or
- 3.11.5. Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this agreement.
- 3.11.6. Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this section within three business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this section will constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the Contractor will be liable for and pay to the City the sum of \$1,000.00 for each breach by Contractor in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this agreement if Contractor breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth



SECTION II – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

above because of the difficulty of proving the City's actual damages if Contractor breaches this section. The parties further agree that three breaches by Contractor in this section arising out of any default within a consecutive period of three months or three breaches by Contractor in this section arising out of the same default within a period of 12 consecutive months will constitute a material breach of this agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this agreement, at law and in equity including, but not limited to, termination of this agreement.

3.12. Employee Identification and Access: It is mandatory that Contractor's employees always have badges and some form of verifiable company identification (badge, uniform, employee id or W-2) unless the Department implements a verification procedure, addressed in the scope of work.

3.12.1. Contractor employees are forbidden access to designated restricted areas. Access to each building will be as directed by the authorized Phoenix authorized representative. Contractor employees are not authorized access other than during scheduled hours.

3.12.2. Within twenty days of the notice of recommendation of award, Contractor will supply a list of the names and titles of all service employees requiring access to the buildings. It is the Contractor's responsibility to provide updates and changes of personnel as necessary. Access to the building will be directed by the City's authorized representative. Contract Worker's will sign in at the security desk when arriving to service enter location and sign out when leaving. No access will be granted without the employee's name being on the approved list.

3.12.3. Contractor employees are forbidden access to designated restricted areas. Access to each building will be as directed by the authorized Phoenix authorized representative. Contractor employees are not authorized access other than during scheduled hours.

3.12.4. Only authorized Contractor employees are allowed on the premises of the City facilities/buildings. Contractor employees are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contractor employee.



SECTION II – PROFESSIONAL SERVICES AGREEMENT

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034**

3.13.Key Access Procedures: If the Contractor worker’s services require keyed access to enter a City facility(ies), a separate key issue/return form must be completed and submitted by the Contractor for each key issued. The key issue/return form is available and the completed form will be submitted to the badging office at the address above.

3.14.Stolen or Lost Badges or Keys: Contractor must immediately report lost or stolen badges or keys to the City’s appropriate badging office. If the badge/key was stolen, Contract Worker’s must report the theft to their local police department. Prior to issuance of a new badge or key, a new badge application or key issue form must be completed, submittal of a police department report for stolen badges, and applicable payment of the fee(s) listed herein.

3.15.Return of Badge or Key: All badges and keys are the property of the City and must be returned to the City at the badging office within one business day (excluding weekends and City holidays) of when the Contract Worker’s access to a City facility is no longer required to furnish the services under this agreement. Contractor will collect a Contract Worker’s badge and key(s) upon the termination of the Contract Worker’s employment; when the Contractor worker’s services are no longer required at a City facility(s); or upon termination, cancellation or expiration of this agreement.

3.16.Badge and Key Fees: The following constitute the badge and key fees under this agreement. The City reserves the right to amend these fees upon a 30-day prior written notice to Contractor.

Replacement Badge Fee:	\$55.00	per badge
Lost/Stolen Badge Fee:	\$55.00	per badge
Replacement Key Fee:	\$55.00	per key
Replacement Locks:	\$55.00	per lock

4. AVIATION SECURITY PROCEDURES:

4.1. Contractor And Subcontractor Worker Background Screening:

4.1.1. Contract Worker Background Screening:

Contractor agrees that all contract workers and subcontractors (Contract Workers) that Contractor furnishes to the City pursuant to this Contract shall be subject to background and security checks and screening (Background Screening). Contractor further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety, and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for



SECTION II – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

this Contract. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of Contractor's services under this Contract or Contractor's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers shall take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this Contract.

4.2. Background Screening Requirements and Criteria: Contractor agrees that it will verify legal Arizona worker status as required by Arizona Revised Statutes (A.R.S.) § 41-4401. Contractor further agrees that it will conduct a background check for real identity and legal name on all Contract Workers prior to proposing the Contract Worker to the City.

4.3. Additional City Rights Regarding Security Inquiries:

4.3.1. In addition to the foregoing, the City reserves the right, but not the obligation, to:

- Have a Contract Worker be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4) or Phoenix City Code § 4-22 or both;
- Act on newly acquired information, whether or not such information should have been previously discovered;
- Unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and
- Object, at any time and for any reason, to a Contract Worker performing work, including supervision and oversight, under this Contract.

4.4. Contractor Certification: By executing this Contract, Contractor certifies and warrants that Contractor has read the Background Screening requirements and criteria in this Section, understands them, and that all Background Screening information furnished to the City is accurate and current. A Contract Worker rejected for work under this Contract shall not be proposed to perform work under any other City contract or engagement without the City's prior written approval.

4.5. Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts: Contractor shall include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Contract, including supervision and oversight services.



SECTION II – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

4.6. Materiality of Background Screening Requirements; Indemnity: The Background Screening requirements of this Section are material to the City's entry into this Contract and any breach of this Section by Contractor shall be deemed a material breach of this Contract. In addition to the indemnity provisions set forth in this Contract, Contractor shall defend, indemnify, and hold harmless the City for any and all Claims (as defined in Section II, 6.3) arising out of this Background Screening section including the disqualification of a Contract Worker by Contractor or the City for failure to satisfy this Section.

4.7. Continuing Duty; Audit:

Contractor's obligations and requirements that Contract Workers satisfy this Background Screening Section shall continue throughout the entire term of this Contract. Contractor shall notify the City immediately of any change to a Background Screening of a Contract Worker previously approved by the City. Contractor shall maintain all records and documents related to all Background Screenings and the City reserves the right to audit Contractor's compliance with this.

5. CONTRACT WORKER ACCESS CONTROLS, BADGE AND KEY ACCESS REQUIREMENTS:

A CONTRACT WORKER SHALL NOT BE ALLOWED TO BEGIN WORK ON AIRPORT PROPERTY WITHOUT THE CONTRACT WORKER'S RECEIPT OF A CITY-ISSUED BADGE. A BADGE WILL BE ISSUED TO A CONTRACT WORKER SOLELY FOR ACCESS TO THE AREAS OF THE AIRPORT TO WHICH THE CONTRACT WORKER IS ASSIGNED. EACH CONTRACT WORKER WHO ENTERS AIRPORT PROPERTY MUST USE THE BADGE ISSUED TO THE CONTRACT WORKER.

6. BADGES:

Upon notification from Contractor's authorized agent, the Contract Worker will proceed to the Badging Office for processing and issuance of a badge. The City will not process the badge until the Contract Worker satisfies the Background Screening requirements. The Contract Worker shall comply with all requirements and furnish all information requested by the Badging Office. All fees associated with security badging will be assessed in compliance with Phoenix City Code § 4-22. Current badging procedures and fees are available for review at <https://www.skyharbor.com/security/BadgingInformation>.

6.1. Key Access Procedures: If a Contract Worker's services require keyed access to enter a City facility, a separate key issue and return form must be completed and submitted to the City project manager by Contractor for each key issued.



SECTION II – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

- 6.2. Stolen or Lost Badges or Keys:** Contractor shall immediately report lost or stolen badges or keys to the City. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.
- 6.3. Return of Badges or Keys:** All badges and keys are the property of the City and must be returned to the City at the Badging Office within one (1) business day after the Contract Worker's access to a City facility is no longer required to furnish the services under this Contract. Contractor shall collect a Contract Worker's badge and all keys (1) upon the termination of the Contract Worker's employment, (2) when the Contract Worker's services are no longer required at a City facility (3), and upon termination, cancellation, or expiration of this Contract.
- 6.4. Contractor's Default; Liquidated Damages; Reservation of Remedies for Material Breach:**
- 6.4.1. Contractor's default under this Section shall include the following:
- 6.4.1.1. A Contract Worker gains access to a City facility without the proper badge or key;
 - 6.4.1.2. A Contract Worker uses another person's badge or key to gain access to a City facility;
 - 6.4.1.3. A Contract Worker commences services under this Contract without the proper badge, key, or Background Screening;
 - 6.4.1.4. A Contract Worker or Contractor submits false, incomplete, or misleading information or negligently submits incorrect information to the City to obtain a badge, key, or applicable Background Screening; or
 - 6.4.1.5. Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility, or upon the expiration, cancellation, or termination of this Contract. Contractor acknowledges and agrees that the access control, badge, and key requirements in this Section are necessary to preserve and protect public health, safety, and welfare. Accordingly, Contractor agrees to properly cure any default under this Section within three (3) business days from the date notice of default is sent by the City. Contractor's failure to properly cure any default under this Section shall constitute a breach of this Section. In addition to any other remedy available to the City at law or in equity, Contractor shall be liable for and shall pay to the City the sum of \$1,000.00 for each



**SECTION II – PROFESSIONAL SERVICES
AGREEMENT**

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034**

breach by Contractor of this Section. The parties agree that the foregoing amount is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Contract in the event that Contractor breaches this Section. Further, the parties agree to the foregoing amount because of the difficulty of proving the City's actual damages in the event Contractor breaches this Section. The parties further agree that three (3) breaches of this Section by Contractor within a three-month period of time or three (3) breaches by Contractor of this Section arising out of the same default within a period of twelve (12) consecutive months shall constitute a material breach of this Contract by Contractor and the City expressly reserves all of its rights, remedies, and interests under this Contract at law and in equity, including termination of this Contract.



SECTION II – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

EXHIBIT F – 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



SECTION II – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

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.

- 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



SECTION II – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

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 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.



SECTION II – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

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.

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



SECTION II – PROFESSIONAL SERVICES AGREEMENT

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034**

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



**SECTION II – PROFESSIONAL SERVICES
AGREEMENT**

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034**

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 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



SECTION II – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

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 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



SECTION II – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

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).

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:



SECTION II – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

"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."

- 6.2. Documentation. Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming



SECTION II – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

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).



SECTION II – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

- 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 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.

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Revised 2/1/19



SECTION II – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

EXHIBIT G – COMPLIANCE WITH ENVIRONMENTAL LAWS

Contractor shall, at Contractor's expense, comply with all current and future Environmental Laws that apply to Contractor's use or occupancy of the Premises or the Airport. If Contractor has any question about its obligations under this Exhibit, then Contractor may contact the City of Phoenix Aviation Department's Planning and Environmental Division for information, but not legal advice.

1. Definitions

- 1.1. *Airport* means Phoenix Sky Harbor International Airport, Phoenix Deer Valley Airport, or Phoenix Goodyear Airport according to the context of this Contract.
- 1.2. *Contract* means the lease, license, permit, or other agreement to which this Exhibit is attached.
- 1.3. *Contractor* means each person and entity that is a named party to this Contract.
- 1.4. *Contractor's Agents* means all persons under Contractor's direction or control, including Contractor's agents, officers, managers, employees, heirs, personal representatives, invitees, volunteers, guests, successors, and assigns.
- 1.5. *Premises* means the area of the Airport or other City-owned property used or occupied by Contractor pursuant to this Contract or where Contractor causes or contributes to a Release of a Regulated Substance.
- 1.6. *Environmental Laws* means all current and future federal, state, and local laws, rules, regulations, ordinances, and FAA advisory circulars and guidance documents promulgated to protect the public health or the environment, including the following, as they may hereafter be amended or supplemented:
 - A. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. §§ 9601-9628, as amended by the Superfund Amendment and Reauthorization Act of 1986 (SARA), Pub. Law No. 99-499.
 - B. Solid Waste Disposal Act (SWDA), 42 U.S.C. §§ 6901-6992k, as amended by the Resource Conservation and Recovery Act of 1976



SECTION II – PROFESSIONAL SERVICES AGREEMENT

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034**

(RCRA), Pub. Law No. 94-580, including the Regulations of Underground Storage Tanks, 42 U.S.C. §§ 6991-6991m.

- C. Toxic Substances Control Act of 1976 (TSCA), 15 U.S.C. §§ 2601-2629.
- D. Public Health Service Act, 42 U.S.C., Chapter 6A, and Safe Drinking Water Act (SDWA), 42 U.S.C. §§ 300f-300j-27, and the amendments thereto.
- E. Federal Water Pollution Control Act of 1948 (FWPCA), as amended by the Clean Water Act, 33 U.S.C. §§ 1251-1388.
- F. Clean Air Act, 42 U.S.C. §§ 7401-7515.
- G. Title 49 of the Arizona Revised Statutes, A.R.S. §§ 49-101 to 49-1408, including the Arizona Environmental Quality Act, A.R.S. §§ 49-101 to 49-192.01.
- H. Arizona Comprehensive Air Quality Act, A.R.S. §§ 49-401 to 49-593.
- I. Arizona Solid Waste Management Act, A.R.S. §§ 49-701 to 49-881.
- J. Arizona Hazardous Waste Management Act, A.R.S. §§ 49-901 to 49-973.
- K. Arizona Underground Storage Tank Regulation Act, A.R.S. §§ 49-1001 to 49-1093.
- L. Occupational Safety and Health Act of 1970, Pub. Law No. 91-596, as amended by 29 U.S.C. §§ 651-678.
- M. Chapter 28 and Chapter 32C of the Phoenix City Code and City of Phoenix Aviation Department Rule and Regulations, including R&R 01-02 (Storm Water Enforcement).
- N. National Environmental Policy Act (NEPA), Pub. Law. No. 91-190, and all FAA-approved NEPA documents.
- O. Endangered Species Act, 16 U.S.C. §§ 1531-1544.
- P. Arizona Antiquities Act, A.R.S. §§ 41-841 to 41-847.



**SECTION II – PROFESSIONAL SERVICES
AGREEMENT**

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034**

- Q. Migratory Bird Treaty Act, 16 U.S.C. §§ 703-712.
- R. AZPDES General Permit for Discharges from Construction Activities to Waters of the United States (AZG2013-001 and AZG2020-001) (AZPDES Construction General Permit); AZPDES General Permit for Point Source Discharges from the Application of Pesticides to Waters of the United States (AZG2011-0001) (AZPDES Pesticide General Permit); and AZPDES General Permit for Stormwater Discharges Associated with Industrial Activity to Waters of the United States (AZMSG2019-001) (AZPDES Multi-Sector General Permit).
- S. Interstate Conveyance Sanitation, 21 C.F.R. Part 1250.
- T. Maricopa County Air Quality Department Rule 310 (Fugitive Dust from Dust-Generating Operations) and Rule 310.01 (Fugitive Dust from Non-Traditional Sources of Fugitive Dust).
- U. All current and future federal, state, and local laws, rules, regulations, and ordinances promulgated under the foregoing Environmental Laws that provide for the protection of the public health or the environment, including the ambient air, groundwater, surface water, land use, and substrata soils.

1.7. *Regulated Substances* means:

- A. The substances identified or listed as a hazardous substance, pollutant, hazardous material, and petroleum in CERCLA; Hazardous Materials Transportation Act, 49 U.S.C. §§ 5101-5128; RCRA; Arizona Regulation of Underground Storage Tanks; Clean Air Act; and all rules and regulations promulgated to implement these Environmental Laws.
- B. The substances identified or listed as a hazardous substance, pollutant, toxic pollutant, petroleum, or hazardous, special, or solid waste in the Arizona Environmental Quality Act, including the Water Quality Assurance Revolving Fund Act (WQARF), A.R.S. §§ 49-281 to 49-298; Arizona Comprehensive Air Quality Act; Arizona Solid Waste Management Act; Arizona Underground Storage Tank Regulation Act; Arizona Management of Special Waste Act; Arizona Hazardous Waste Management Act; and all rules and regulations promulgated to implement these Environmental Laws.



SECTION II – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

C. All substances, materials, and wastes that are or hereafter become regulated or that are classified as hazardous or toxic under any Environmental Law, including building materials may contain any hazardous substance and its disturbance is subject to any Environmental Law. If a building material, including pavements and paint, will be disturbed by Contractor and the building material is not unpainted wood, metal, or glass, then Contractor shall employ an Asbestos Hazard Emergency Response Act (AHERA)-certified inspector, who shall comply with advance survey and testing requirements and the following rules:

- (i) 40 C.F.R. Part 61 (National Emission Standards for Hazardous Air Pollutants (NESHAP), Subpart M (National Emission Standards for Asbestos).
- (ii) Maricopa County Air Pollution Control Regulations: National Emission Standard for Asbestos Regulation III Maricopa County Air Quality Department (MCAQD) Rule 370, § 301.9 - subpart M
- (iii) NESHAP Notification Form and Delivery Requirement A NESHAP Notification Form shall be completed and postmarked or delivered to the MCAQD Asbestos NESHAP Coordinator at least ten (10) days before disturbing any building material even when no asbestos is present.
- (iv) 29 C.F.R. Part 1926 (OSHA Safety and Health Regulations for Construction).
- (v) RCRA waste determination and proper handling, transport, and disposal.

1.8. *Release* means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing of a Regulated Substance.

2. Compliance

2.1. Contractor shall not cause or allow any Regulated Substance to be used, generated, manufactured, produced, stored, brought upon, Released on or under, or transported to or from the Premises by Contractor or Contractor's Agents in a manner that constitutes or may result in a violation of any Environmental Law or that would give rise to liability under any Environmental Law.



SECTION II – PROFESSIONAL SERVICES AGREEMENT

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034**

- 2.2. Contractor may remediate any Release of a Regulated Substance under Chapter 28 of the Phoenix City Code (the City’s pretreatment ordinances), under such other ordinances as may be promulgated by the City, and the Clean Water Act.
- 2.3. Contractor (Indemnitor) must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials, (elected and appointed), agents, and employees (Indemnitee) from and against any and all demands, claims, complaints, losses, damages, actions or causes of action, assessments, liabilities, costs or expenses, including interest, penalties, and reasonable attorney fees, expert witness fees, and reasonable expenses of investigation and remedial work, (including investigations and remediation by engineers, environmental consultants, and similar technical personnel) asserted against or imposed upon or incurred by Indemnitee arising in connection with, or resulting from, any Environmental Law, including any use, generation, storage, spill, Release, discharge, or disposal of any Hazardous Substance this is now or comes to be located on, at, about, or under the Premises or because of, or in connection with, the violation of any Environmental Law (hereinafter collectively referred to as “Losses”) to the extent that such Losses are caused by the fault of Indemnitor or its officers, officials, members, managers, agents, employees, contractors, volunteers, tenants, subtenants, invitees, or licensees. Indemnitor’s duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever occurs first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. As used in the section, (a) Hazardous Substance are the Regulated Substances and other substances defined as toxic or hazardous substances, pollutants, or wastes by any Environmental Law and the following substances: gasoline, kerosene, or other petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) “Environmental Law” has the meaning prescribed above; (c) “Fault” means those nonculpable acts and omissions giving rise to strict liability under any Environmental Law pertaining to Hazardous Substances, as well as culpable conduct (negligence or willful misconduct). In consideration of the award of this Contract, Indemnitor agrees to waive all rights of subrogation against the City and its officers, officials, (elected and appointed), agents, and employees for losses arising out of or related to this Contract. The obligations of Indemnitor under this provision shall survive the expiration or earlier termination of this Contract.



SECTION II – PROFESSIONAL SERVICES AGREEMENT

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034**

- 2.4. Contractor or Contractor's Agents Release any Regulated Substance on or under the Premises, or to the air, groundwater, or surface waters on or adjacent to the Premises, then Contractor shall, at its expense, promptly take all actions that are necessary or appropriate to remediate the Release and mitigate any threat to the public health or the environment. Subject to the City's prior written consent, Contractor shall undertake all remedial actions that are necessary to return the contaminated area to the condition that existed immediately prior to the Release. Contractor shall undertake its remedial actions without regard to the potential liability of Contractor or any other person. However, remedial actions undertaken by Contractor shall not impair Contractor's rights, if any, to seek contribution or indemnity from any other responsible party.
- 2.5. Contractor shall, at its expense, prepare all tests, reports, and studies and provide all information to any appropriate governmental agency that is required pursuant to any Environmental Law related to Contractor's use or occupancy of the Premises. Contractor's obligation includes any requirement for a site characterization, site assessment, and/or remediation plan that may be necessary due to any actual or potential Releases of a Regulated Substances on, under, or from the Premises, or to the air, groundwater, or surface waters on or adjacent to the Premises during the Term of this Contract and during the time Contractor has possession of the Premises. Contractor shall, at its expense, promptly (A) provide all information requested by the City related to the applicability of the Environmental Laws to the Premises, (B) respond to any governmental investigation, and (3) respond to any claim of liability by third parties that relate to any Release of a Regulated Substance on the Premises or the Airport.
- 2.6. After giving Contractor at least ten (10) days prior notice, the City may inspect and copy all of Contractor's records, test results, studies, and other documents regarding environmental conditions related to the use, storage, or treatment of any Regulated Substance on, under, or from the Premises.
- 2.7. Contractor shall immediately notify the City in writing upon the occurrence of any of the following:
- A. Contractor receives any correspondence or communication from any governmental agency regarding the application or enforcement of any Environmental Law to the Premises or to Contractor's use or occupancy of the Premises.



SECTION II – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

- B. There is any change in Contractor's activities on the Premises that changes or may change Contractor's or the City's obligations or liabilities under any Environmental Law.
- C. Any person or entity asserts any claim or any other event occurs for which Contractor may incur an obligation under this Exhibit.
- 2.8. Contractor shall, at its expense, obtain and comply with all permits and approvals that are, or may become, required as result of Contractor's use or occupancy of the Premises.
- 2.9. Contractor shall include the provisions of this Exhibit in all agreements and contracts by which it grants a right or privilege to any person or entity under this Contract.
- 2.10. Contractor shall obtain and maintain compliance with all applicable financial responsibility requirements of all Environmental Laws regarding the ownership or operation of any underground storage tank or other device used to treat or store a Regulated Substance and present evidence thereof to the City.
- 2.11. Contractor shall take all reasonable precautions to prevent persons not acting under Contractor's authority, direction, or control from conducting any activity that may result in the Release of a Regulated Substance on, under, or from the Premises or to the air, groundwater, or surface waters on or adjacent to the Premises. Contractor shall exercise due care with respect to any Regulated Substance that is located on the Premises as a result of any action of any person who is not under Contractor's authority, direction, or control.
- 2.12. Contractor shall use its best efforts to minimize its production of a waste stream that includes Regulated Substances, and Contractor shall minimize the storage of Regulated Substances on, in, and around the Premises.
3. Breach and Termination

Contractor's failure to comply with any requirement or obligation of this Exhibit or any applicable Environmental Law is a default under this Contract. Contractor's failure to cure its default within the time period provided in this Contract, if any, shall constitute a material breach of this Contract. Upon a breach, the City may pursue any and all remedies available under this Contract and all applicable federal, state, and local laws,



SECTION II – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

including the following:

- 3.1. Without termination this Contract, the City may enforce all its rights and remedies under this Contract, including, without limitation, any or all the following:
 - A. The right to file an action or proceeding seeking to recover rent, fees, and other amounts due and that become due under this Contract.
 - B. The right to recover interest at the rate of 18% per annum on all accrued, but unpaid, rents, fees, and other amounts due calculated from the date the amount was due pursuant to § 4-7 of the Phoenix City Code.
 - C. The right to file an action or proceeding seeking to recover possession of the Premises.
 - D. The right to make payments and to perform obligations required of Contractor under this Contract and to be reimbursed by Contractor for the costs thereof, including all attorney fees, expert fees, and other cost incurred by the City.
 - E. The City may terminate this Contract.
 - F. The City may exercise the right of “self-help” or similar remedy in order to minimize any damage, expense, penalty, and related fees or costs arising out of or related to the violation of any Environmental Law related to the Premises.
 - G. By exercising its rights under this Section, the City does not, and may not be construed as, releasing Contractor from any obligation it would otherwise have under this Exhibit or any applicable Environmental Law.
 - H. The covenants of this Exhibit shall survive the termination of this Contract.

If this Contract does not require Contractor to perform any activity on the Airport or other City-owned property, then the following stormwater provisions do not apply to Contractor or this Contract.



SECTION II – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

4. AZPDES Stormwater General Permit and Phoenix City Code Chapter 32C Compliance

- 4.1. Contractor shall comply with the City's AZPDES Stormwater General Permit and Aviation Department R&R 01-02 (Storm Water Enforcement). Except for discharges on Indian land, stormwater discharges in Arizona are regulated by the Arizona Department of Environmental Quality (ADEQ) through the Arizona Pollutant Discharge Elimination System (AZPDES) program. An AZPDES permit is required for any point source discharge of pollutants to waters of the United States. Because stormwater runoff can transport pollutants to either a municipal separate storm sewer system (MS4) or to waters of the United States, AZPDES permits are required for stormwater discharges.
- 4.2. The City and Contractor are required to obtain AZPDES permit coverage as required by AZPDES regulations and to the extent that stormwater is discharged from the Premises. Coverage under the AZPDES General Permit for Discharges from Construction Activities to Waters of the United States (AZG2013-001 and AZG2020-001) (AZPDES Construction General Permit) is required for stormwater discharges generated by construction activities. Coverage under the AZPDES General Permit for Point Source Discharges from the Application of Pesticides to Waters of the United States (AZG2011-0001) (AZPDES Pesticide General Permit) is required for certain applications of pesticides. Coverage under the AZPDES General Permit for Stormwater Discharges Associated with Industrial Activity to Waters of the United States (AZMSG2019-001) (AZPDES Multi-Sector General Permit) is required for stormwater discharges generated by facilities and operations engaged in certain industrial activities. Among these industries are those engaged in air transportation and associated activities.
- 4.3. The City has obtained coverage under the AZPDES Multi-Sector General Permit for its air transportation facilities at the Airports. The City has adopted Stormwater Quality Protection ordinances (Phoenix City Code §§ 32C-1 to 32C-111) and has in place an Aviation Department Stormwater Enforcement Procedures and Civil Penalty Policy (Aviation Stormwater Policy), both of which were developed to comply with Environmental Laws governing stormwater pollution.
- 4.4. The City adopted the Aviation Stormwater Policy to achieve compliance with the AZPDES program requirements by the Aviation Department and its contractors and permittees. Contractor is subject to the Aviation



SECTION II – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

Stormwater Policy as a condition to its use or occupancy of the Premises or any part of the Airports. The City has the right to monitor Contractor's activities on the Premises and the Airport and enforce Contractor's compliance with the Aviation Stormwater Policy.

- 4.5. Contractor shall comply with the Aviation Stormwater Policy and shall implement, at its expense, all requirements of the Airports' Stormwater Pollution Prevention Plans (SWPPP) and City ordinances that pertain to Contractor's operations and activities on the Premises and the Airports to the extent the operations and activities have a potential to release pollutants to stormwater. Contractor shall use its best efforts to meet all deadlines that are established by applicable Environmental Laws, the Aviation Stormwater Policy, or as determine by the City. Contractor agrees that time is of the essence in the implementation of all City permit requirements.
- 4.6. Contractor's compliance with the AZPDES Permit Program set forth in 18 A.A.C. Chapter 9, Article 9 (R18-9-A901 to R18-9-A909); Chapter 32C of the Phoenix City Code; and the Aviation Stormwater Policy is a material requirement and condition of this Contract. If Contractor fails to comply with the foregoing and the City is exposed to any civil or criminal fine, penalty, sanction, or remediation cost, then the City may, in addition to all other remedies available under this Contract and applicable law, terminate this Contract.
- 4.7. AZPDES Construction General Permit. If Contractor decides to perform construction activities at the Premises or the Airports, Contractor shall, prior to commencing any such construction activity, obtain stormwater discharge authorization from ADEQ under an AZPDES Construction General Permit. Contractor must obtain that authorization by preparing a SWPPP and filing for AZPDES Construction General Permit coverage in coordination with the City's manager assigned to the project. The City may consult with and assist Contractor with filing for AZPDES Construction General Permit coverage. Contractor shall work with the City's project manager to develop pollution controls (e.g., best management practices, control measures, and schedules and procedures) for the SWPPP. Contractor is solely responsible for implementing the pollution controls and paying for all costs related to its compliance with its AZPDES Construction General Permit obligations.



**SECTION II – PROFESSIONAL SERVICES
AGREEMENT**

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034**

4.8. AZPDES Multi-Sector General Permit.

- A. Contractor shall, prior to using, occupying, or commencing any operation or activity on the Premises or the Airports, obtain stormwater discharge authorization from ADEQ under an AZPDES Multi-Sector General Permit. Contractor shall obtain that authorization as a “co-permittee” with the City. As a co-permittee, Contractor shall do all the following:
- (i) Provide the City with a copy of Contractor’s written Authorization to Discharge that Contractor receives from ADEQ.
 - (ii) Implement the Airports’ SWPPP, including all best management practices, control measures, schedules, and procedures that apply to the Contractor’s use or occupancy of the Premises or the Airports.
- B. In connection with its coverage under the AZPDES Multi-Sector General Permit, the City has developed a SWPPP for the Airports to minimize the contact of stormwater and other precipitation event water with Significant Materials (as that term is defined in the Section 32C-101 of the Phoenix City Code) generated, stored, handled, used, or otherwise located on the Premises or the Airports. The City shall provide a copy of the SWPPP, including best management practices, control measures, schedules, and procedures, to Contractor, who shall implement that portion of the SWPPP applicable to its use or occupancy of the Premises or the Airports.
- C. To the extent allowed by applicable Environmental Laws, Contractor may ask to be removed as a co-permittee from coverage under the AZPDES Multi-Sector General Permit when this Contract expires or is terminated, Contractor vacates the Premises, Contractor fails to comply with the all AZPDES Multi-Sector General Permit requirements, or Contractor decides it does not want to be covered as a co-permittee. Contractor shall not be relieved of its obligation to comply with the requirements of the AZPDES Permit Program with regard to its use or occupancy of the Premises or the Airports, and Contractor shall not be excused from any obligation or indemnification incurred and owed to City prior to Contractor being removed as a co-permittee because Contractor failed to fulfill an obligation of a co-permittee.



SECTION II – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

4.9. Pollution Controls.

A. City reserves the right to impose upon Contractor any best management practices, control measures, schedules, procedures, and any other action necessary to ensure the City's ability to comply with its AZPDES Permit Program requirements or applicable City ordinances. However, except in Extreme Emergency Conditions (as that term is defined below), Contractor shall have ten (10) days from the City's notice imposing such pollution control measures and any other requirement to notify the City in writing if Contractor objects to any action Contractor is being directed by the City to undertake. If Contractor does not provide a timely objection, then Contractor will be deemed to have consented to the implementation of the pollution control measures or other requirements. If Contractor provides the City with timely notice of its objections, then the City and Contractor shall negotiate a prompt resolution of their differences. If a resolution is not reached within ten (10) days, then the City's decision resolving the matter shall control. Contractor warrants that it will not serve a written notice of objections for purposes of delay or to avoid compliance with AZPDES Permit Program requirements or applicable City ordinances.

B. *Extreme Emergency Conditions* means all the following:

- (i) Conditions that immediately impact the waters of the United States (e.g., Salt River) that result from an emergency, such as a fire, Release of a Regulated Substance, or explosion, that requires the responsible party or parties to immediately begin appropriate response activities independent of City's direction or oversight.
- (ii) A catastrophic event that requires Contractor to close its business in the Premises. Contractor must implement pollution control measures before it reopens.
- (iii) A collapse of the stormwater system or any other event that prevents the City from performing its obligations under the City's permit due to lack of capacity.

4.10 Covenant of Good Faith. City and Contractor shall act in good faith to implement any requirement imposed on them pursuant to the AZPDES Permit Program. The City and Contractor agree that close cooperation is necessary to ensure compliance with all AZPDES Multi-Sector General



**SECTION II – PROFESSIONAL SERVICES
AGREEMENT**

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034**

Permit requirements and to promote safety and minimize costs. The City and Contractor agree to a candid exchange of information necessary to coordinate a stormwater management and monitoring plan.

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Revised 5-21-2020



SECTION III – SUBMITTALS

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034**

AFFIDAVIT

The undersigned Consultant hereby submits to the City of Phoenix (City) the enclosed proposal based upon all terms and conditions set forth in the City's Request for Proposals (RFP) and referenced materials. Consultant further specifically agrees hereby to provide services in the manner set forth in the proposal submitted by the Consultant.

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

1. The City is relying on Consultant's submitted information and the representation that Consultant has the capability to successfully undertake and complete the responsibilities and obligations submitted in its proposal 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 Consultant.
3. Consultant has read and fully understands all the provisions and conditions set forth in the RFP documents, upon which its proposal is based.
4. The forms and information requested in the RFP are complete and made part of the proposal. The City is not responsible for any Consultant errors or omissions.
5. This proposal may be withdrawn by requesting such withdrawal in writing at any time prior to the proposal deadline but may not be withdrawn after such date and time.
6. The City reserves the right to reject any and all proposals and to accept the proposal that, in its judgment, will provide the best quality development to the City.
7. This proposal is valid for a minimum of 120 days after the RFP proposal deadline.
8. All costs incurred by Consultant in connection with this proposal shall be borne solely by Consultant. Under no circumstances shall the City be responsible for any costs associated with Consultant's proposal or the RFP process.
9. Consultant has not in any manner, directly or indirectly, conspired with any person or party to unfairly compete or compromise the competitive nature of the RFP process.
10. The contents of this proposal 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 proposal.
11. To the best of the Consultant's knowledge, the information provided in its proposal is true and correct and neither the undersigned Consultant nor any partner, corporate



SECTION III – SUBMITTALS

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

officer or managing employee have ever been convicted of a felony or a crime involving moral turpitude.

12. COPIES:

Please submit one original, six copies, and one electronic copy (USB flash drive) of the Submittal Section and all other required documentation.

Please submit only the Submittal Section, do not submit a copy of the entire solicitation document. This offer will remain in effect for a period of 180 calendar days from the bid opening date and is irrevocable unless it is in the City's best interest to do so.

13. PROPOSAL SUBMITTAL FORMAT:

The written proposal shall be signed by an individual authorized to bind the Offeror. The proposal shall provide the name, title, address and telephone number of individuals with authority to contractually bind Offeror and who may be contacted between award of contract and the initial contract period. All fees quoted shall be firm and fixed for the full contract period. The written proposal shall be:

13.1. Typewritten for ease of evaluation.

13.2. Submitted in an 8½ x 11-inch loose leaf three-ring binder preferably using double-sided copying and at least 30% post consumer content paper.

13.3. Set forth in the same sequence as this RFP (*i.e.*, Offerors should respond to this RFP in sequence and each response should reference the applicable section of this RFP).

13.4. Signed by an authorized representative of the Offeror.

13.5. Submitted with the name(s), title, address, and telephone number of the individual(s) authorized to negotiate a contract with the City.

All portions of this RFP contain numbered sections. It is required that the responding RFP be organized with the following major sections:

- **Tab 1 – Introduction**
- **Tab 2 – General Requirements**
- **Tab 3 – Scope of Work**
- **Tab 4 – Submittal Section**
- **Tab 5 – Signed Addenda**

14. PROPOSAL SUBMITTAL REQUIREMENTS:

Tab 1 – Introduction

1. A detailed Table of Contents
2. A letter of transmittal signed by a duly authorized officer of the Offeror's company containing, as a minimum, the following information:



SECTION III – SUBMITTALS

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

Identification of the Offeror, including name, address, telephone and fax numbers, and e-mail address in addition to the name, title, address, telephone and fax numbers and e-mail address of the Offeror's contact person during the evaluation.

3. A management summary providing an overview of the proposal

Tab 2 – General Requirements

1. All certifications and approvals
2. All general requirements

Tab 3 – Scope of Work

1. Qualifications and Experience
 - Business History
 - Certification/Accredited Training
 - Key Personnel
 - Adverse Actions/Potential Impact
 - Government/Corporate Experience
 - Sample Projects
 - Sample Web Content, Training Materials, Class Schedules and Articles
 - Other Relevant Information
2. Method of Approach
 - Description of approach to satisfy the requirements of the solicitation
 - Training Props
 - Federal Compliance
 - Customer References
3. Proposal Completeness
4. Pricing

The pricing stated must be a firm fee. Unless otherwise and specifically provided, the price is all-inclusive and must include all necessary costs including but not limited to, materials, labor, travel, copying costs, incidentals, equipment space, profit, insurance, and any other items necessary to conduct and complete the Scope of Work.



SECTION III – SUBMITTALS

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034**

Tab 4 – Submittal Section

Tab 5 – Signed Addenda

- This tab must include **ALL** signed addenda.

15. FEE SCHEDULE:

In accordance with the Scope of Work for this RFP, Offeror shall include pricing for the provision professional services and facilities to conduct Federal Aviation Administration Part 139 Annual Airport Rescue Firefighter Mobile Prop Training for a five-year term. The training is for ARFF-certified firefighters. The price stated below must include all necessary costs including, but not limited to, hourly labor rate, materials, overhead, administrative charges, taxes, profit, insurance, estimated travel expenses and any other applicable expenses.

Aircraft Rescue Mobile Prop Training (Five-year contract period)

\$ _____
(* ANNUAL MOBILE PROP SERVICES NOT NEEDED IN 2025)

16. COSTS & PAYMENTS:

16.1. PAYMENT TERMS & OPTIONS: Vendors must choose an option, if a box is not checked, the City will default to 0% - net 45 days:

- Contractor offers a prompt payment discount of either _____% - 30 days or 0% – 45 days - to apply after receipt of invoice or final acceptance of the products (invoice approval), whichever date is later, starts the 30 days. If no prompt payment discount is offered, the default is 0%, net 45 days; effective after receipt of invoice or final acceptance of the products, whichever is later. Payment terms offering a discount will not be considered in the price evaluation of your offer.
- Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by the City’s servicing bank (“Bank”). By checking this box, the vendor accepts transaction costs charged by their merchant bank and agrees not to transfer to the City those extra charges. The City will not pay an increase in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges the vendor will owe the City all costs. The vendor may opt-out of the SUA program once, but then may not rejoin during the same contract term. For more information about the SUA program or to enroll, send email to mailbox.sua@phoenix.gov.

17. REFERENCES:

Consultant shall furnish the names and contact information for 3 clients for whom the Consultant is furnishing or has furnished services similar to those described in this



SECTION III – SUBMITTALS

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034**

RFP. Do not list City of Phoenix employees or officials as references.

1. Company and Reference Name:

Telephone and email:

2. Company and Reference Name:

Telephone and email:

3. Company and Reference Name:

Telephone and email:



SECTION III – SUBMITTALS

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034**

Signature(s)

Consultant's Contracting Entity (Legal Name¹): _____

¹The successful Consultant must be authorized to transact business in Arizona and be in good standing prior to contract award.

Printed Name of Authorized Representative*: _____

Title: _____

Business Mailing Address: _____

Telephone and Email Address: _____

Signature: _____

**Proposal must be signed by an individual authorized to contractually bind the Consultant.*

Name of Joint Venture Partner (if applicable): _____

Printed Name of Authorized Representative*: _____

Title: _____

Business Mailing Address: _____

Telephone and email Address: _____

Signature: _____

**Proposal must be signed by an individual authorized to contractually bind the joint venture partner.*



SECTION III – SUBMITTALS

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034**

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.

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 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:

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 III – SUBMITTALS

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

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).

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:



SECTION III – SUBMITTALS

CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034

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

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.



SECTION III – SUBMITTALS

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034**

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