



**CITY OF PHOENIX
Fire Department**

**REQUEST FOR PROPOSAL
RFP 14-F07**

AIRCRAFT RESCUE FIREFIGHTER TRAINING

**CONTACT PERSON
Cheryl Griemsmann
Administrative Assistant II
602.256.4274
cheryl.griemsmann@phoenix.gov**

Proposal Issue Date: July 22, 2015

Written Inquiries Due Date: July 29, 2015 by 5:00 P.M.

Proposal Due Date: August 7, 2015 by 2:00 P.M.



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SECTION I - SOLICITATION INSTRUCTIONS

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PLEASE READ THIS BEFORE CONTINUING ON

SOLICITATION/REQUEST FOR PROPOSAL RESPONSE CHECKLIST

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

- 1. All forms have been signed. All of Section V, Submittal, is included.
- 2. The prices offered have been reviewed.
- 3. Any required drawings or descriptive literature have been included.
- 4. If required, the amount of the bid surety has been checked and the surety has been included.
- 5. Review the insurance requirements, if any, to assure compliance.
- 6. The specified number of copies of the offer have been included and page limitations, if any, have been followed.
- 7. Any included addenda have been signed.
- 8. The mailing envelope has been addressed to:

Mrs. Cheryl Griemsmann
Phoenix Fire Department
150 S. 12th Street
Phoenix, AZ 85034-2301

The mailing envelope must clearly show:

Offeror's company name and address, the Solicitation/Request for Proposal number (RFP 14-F07), the Solicitation/Request for Proposal title, "Aircraft Rescue Firefighting Training Services Contract (ARFF Training)" and the Solicitation/Request for Proposal opening date.

- 9. Offeror's proposal or response will be mailed in time to be received by no later than 2:00 p.m. local Arizona time on the date that responses/proposals to this Solicitation/Request for Proposal are due.
- 10. Any request for a consideration of alternate terms is in writing and has been included in Offeror's proposal or response. Pursuant to Section I, Paragraph 5.1 of this RFP, any deviation from this Solicitation shall be clearly stated, explained and identified in writing and in a separate section titled Request for Consideration of Alternate Terms and must be included with Offeror's submittal. Submission of any additional terms, conditions or agreements with an Offeror's proposal may result in rejection of the proposal.



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1. BACKGROUND

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 standards. 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.

The initial period of this Agreement will be for one (1) training session to be held between October 2015 and March, 2016 with one (1) possible additional training session to be held in 2019, if in the best interest of the City.

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

This Solicitation is available in large print, Braille, audio tape, or computer diskette. Please call (602) 256-4274/Fax (602) 262-4429 or TTY (602) 495-5555 for assistance.

2. SCHEDULE OF EVENTS

Proposal Issue Date	July 22, 2015
Written Inquiries Due Date	July 29, 2015 by 5:00 P.M.
Proposal Due Date	August 7, 2015 by 2:00 P.M.

Proposal Submittal Location: Fire Administration Building
Phoenix Fire Department
150 S. 12th Street
Phoenix, AZ 85034-2301

The City reserves the right to change dates and/or locations as necessary.

3. OBTAINING A COPY OF THE SOLICITATION

Interested Offerors may download the complete Solicitation from <https://www.phoenix.gov/solicitations>. Internet access is available at all public libraries. Any interested Offerors without Internet access may obtain this Solicitation by calling (602) 256-4274 or picking up a copy during regular business hours at the City of Phoenix Fire Department, Administration Division, at 150 S. 12th Street, Phoenix, AZ.

4. OBTAINING A COPY OF THE ADDENDA

Interested Offerors may download any RFP addenda from <https://www.phoenix.gov/solicitations>. Internet access is available at all public libraries. Any interested Offerors without Internet access may obtain any addenda by calling (602) 256-4274 or picking up a copy during regular business hours at the City of Phoenix Fire Department, Administration Division, at 150 S. 12th Street, Phoenix, AZ.



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5. PREPARATION OF PROPOSAL

- 5.1 All forms provided in Section V, Submittal, must be completed and submitted with Offeror's proposal. It is permissible to copy any Section V forms, if necessary. Erasures, interlineations, or other modifications of Offeror's proposal shall be initialed in original ink by the authorized person signing the proposal. No proposal shall be altered, amended or withdrawn after the specified proposal due date and time. The City is not responsible for Offeror's errors or omissions. All time periods stated as a number of days shall be calendar days. Any deviation from this Solicitation shall be clearly stated, explained and identified in writing and in a separate section titled Request for Consideration of Alternate Terms and must be included with Offeror's submittal. Submission of any additional terms, conditions or agreements with an Offeror's proposal may result in rejection of the proposal.
- 5.2 It is the responsibility of all Offerors to examine the entire Solicitation and seek clarification of any requirement(s) that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after the due date and time that proposals are due. Offerors are strongly encouraged to:
- A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
 - B. Study and carefully correlate Offeror's knowledge and observations with the RFP document and other related data.
 - C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which an Offeror has discovered in or between this RFP document and such other related documents.
- 5.3 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. Offerors are 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.
- 5.4 Offerors are reminded that the specifications stated in the Solicitation are the minimum level required and that proposals submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this Solicitation. Proposals offering less than the minimums specified are not responsive and should not be submitted.
- 5.5 If provisions of the specifications preclude an otherwise qualified Offeror from submitting a proposal, a written request for modification must be received by the City at least seven (7) calendar days prior to the proposal due date. The City may issue an addendum to this Solicitation of any approved specification changes.
- 5.6 Offerors shall submit prices 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 statement herein **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



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costs, incidentals, equipment space, taxes, profit, insurance and any other items necessary to effectively conduct and complete the Scope of Work.

6. **ADDENDA**

Without any limitation, the City shall not be responsible for any oral instructions made by any of its employees or officers regarding the Solicitation instructions, or, if applicable, regarding any plans, drawings, specifications, or contract documents. Any changes to any applicable plans, drawings and/or specifications will be in the form of an addendum, which will be available at: <http://phoenix.gov/fire/businessfire/index.html>. The Offeror shall acknowledge receipt of an addendum by signing and returning the document with the proposal submittal.

7. **LICENSES**

At the time of submittal, Offerors must possess all valid certifications and/or licenses required by federal, state and local laws, for the operation of the business or for the work related to this Solicitation/Request for Proposal. Additionally, should an Offeror be awarded a contract with the City that Offeror shall maintain and possess all necessary and required certifications and/or licenses described herein.

8. **CERTIFICATION**

By signature in the Offer Section of the Offer and Acceptance pages contained in Section VI, Offeror certifies:

- The submission of its offer did not involve collusion, or any other anti-competitive practices.
- The Offeror shall not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- The Offeror 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 Offeror's submitted offer.

9. **SUBMISSION OF PROPOSAL**

Proposals must be in the actual possession of the Fire Department on or prior to the exact time and date indicated in the Schedule of Events. Late proposals shall not and will not be considered. The prevailing clock shall be the Fire Department's front desk clock.

Proposals must be submitted in a sealed envelope and the following information should be noted on the outside of the envelope:

Offeror's Name
Offeror's Address (as shown on the Offer/Certification Page)
RFP Number
RFP Title

All proposals must be completed in ink, or typewritten. Offeror must provide one (1) printed Original and six (6) electronic Originals of Offeror's entire Submittal of its proposal.



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10. WITHDRAWAL OF OFFER

At any time prior to the proposal or response due date and time, an Offeror (or designated representative (designated in writing)) may withdraw Offeror's proposal by submitting a request in writing, signed by a duly authorized representative. Facsimiles, telegraphic, e-mail or mailgram withdrawals shall not be considered.

11. PROPOSAL RESULTS

Proposals will be opened on the proposal due date indicated in the Schedule of Events at which time the name of each Offeror shall be read. Proposals and other information received in response to the Solicitation/RFP shall be shown only to authorized City personnel having a legitimate interest, or persons assisting the City in its evaluation. Proposals are not available for public inspection until after award recommendation has been posted on the City's website.

12. AWARD OF CONTRACT

The contract award ("Award") will be made to the overall highest scoring Offeror. If two or more Offerors are tied, the Offeror with the lowest price will be awarded the contract.

Awards will be made on an "all or none" basis. Prices must be provided as requested. Bids submitted without the requested price information will be considered as non-responsive and rejected.

Notwithstanding any other provision of this Solicitation, the City, at its discretion, reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all proposals or portions thereof; or (3) cancel or reissue a Solicitation.

A response to a Solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Solicitation. Offers do not become contracts until they are executed by the Fire Chief, or the Fire Chief's designee, which are designees of the City Manager for the City of Phoenix. A contract has its inception in the award, eliminating a formal signing of a separate contract. For this reason, all of the terms, conditions and specifications of the resulting contract are contained in this Solicitation and the response thereto, unless any of the terms, conditions or specifications are modified by a written addendum or written contract amendment.

13. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST

The City reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the proposal submitted, or by any other information available to the City. This disqualification is at the sole discretion of the City and any Offeror submitting a proposal waives any right to object now, or at any future time, before any body or agency, including but not limited to, the City Council of the City of Phoenix or any court.



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14. OFFEROR'S COMPLIANCE WITH HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS

The Offeror's products, services and/or facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.

At the request of the City, an Offeror shall provide the City:

- Environmental, safety and health regulatory compliance documents (written safety programs, training and records, permits, etc.) applicable to products and/or services provided.
- A list of all Federal, State and local citations or notice of violations (including, but not limited to, any Environmental Protection Agency ("EPA"), Occupational Safety Health Administration ("OSHA"), and/or Maricopa County violations) issued against the Offeror or its subcontractors including dates, dispositions and resolutions.

The City further reserves the right to make unannounced inspections, during normal business hours, of the Offeror's facilities.

15. PROPOSAL 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 during the initial contract period (ending April 30, 2016). All fees quoted shall be firm and fixed for the full contract period. Each response shall be:

- A. Typewritten for ease of evaluation.
- B. 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.
- C. 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).
- D. Signed by an authorized representative of the Offeror.
- E. Submitted with the name(s), title, address, and telephone number of the individual(s) authorized to negotiate a contract with the City.
- F. 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

- 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:
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



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Tab 3 – Scope of Work

1. Qualifications and Experience
2. Method of Approach
3. Proposal Completeness
4. Pricing

Tab 4 - References

16. EVALUATION CRITERIA

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.

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	<u>250 points</u>
	TOTAL	1,000 points

The narrative portion and materials presented in response to this RFP shall be submitted with the Price component as set forth in Paragraph 16.4 below and follow the same order as requested and must contain, at a minimum, the following:

16.1 QUALIFICATIONS AND EXPERIENCE (375 POINTS)

16.1.1 Business History. 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.

16.1.2 Key Personnel. 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.

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) pages per résumé.



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

16.1.3 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.

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

16.1.5 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.

16.1.6 Sample Web Content, Training Materials, Class Schedules and Articles. Please provide examples of web content, training materials, class schedules and pertinent articles, as appropriate.

16.1.7 Other Relevant Information. 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.

16.2 METHOD OF APPROACH (275 POINTS)

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:

16.2.1 Training Facility

Provide a description of the training facility. Include graphics as needed, not to exceed five (5) pages total.

16.2.2 Training Props

Provide and describe a list of props that will be available during the ARFF Training.

16.2.3 Federal Compliance

Describe how the training facility satisfies the ARFF training requirements of FAA Part 139.



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16.2.4 Accommodations

Describe any onsite or offsite accommodations available for 140 training attendees.

16.2.5 Customer References

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.

Please provide for each reference the name of the company or the government entity, name of reference, address, telephone number and e-mail address.

16.3 PROPOSAL COMPLETENESS (100 POINTS)

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.

16.4 PRICE (250 POINTS)

Offerors shall submit prices 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.

Because the initial period of this Agreement will be for one (1) training session to be held in between October 2015 and March, 2016 with a possible additional training session to be held in 2019, if the City exercises its written option to extend this Agreement, Offeror should submit Price Page(s) for the initial training session, and one potentially additional training session to be potentially held in 2019.

17. SOLICITATION TRANSPARENCY POLICY

Beginning on the date the Solicitation is issued and until the date the contract is awarded, or the Solicitation withdrawn, all persons or entities that respond to the Solicitation including their employees, agents, representatives, proposed partner(s), subcontractor(s), joint venturer(s), member(s), or any of their lobbyists or attorneys, (collectively, the Offerors) will refrain, from any direct or indirect contact with any person (other than the designated procurement officer) who may play a part in the selection process, including members of the evaluation panel, the City Manager, Assistant City Manager, Deputy City Managers, Department Heads, the Mayor and other members of the Phoenix City Council. 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 any City staff not involved in the selection process.



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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 Cheryl Griemsmann, conducted in person at 200 West Washington Street, Phoenix, Arizona, 85003, and are posted as open meetings with the City Clerk at least twenty-four (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.

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.

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. **Offerors that violate this policy shall be disqualified.**

18. PROTEST AND APPEALS PROCESS

Staff recommendations to award the contract to a particular Offeror shall be posted at <https://www.phoenix.gov/solicitations>. Any unsuccessful Offeror may file a protest no later than seven (7) calendar days after the recommendation is posted on the website. All protests shall be in writing, filed with the Procurement Authority (Fire Department) identified in this Solicitation and include the following:

- Identification of the RFP, or Solicitation number;
- The name, address and telephone number of the protesting Offeror;
- A detailed statement describing the legal and factual grounds for the protesting Offeror's protest, including copies of any relevant documents;
- The form of relief requested; and
- The signature of the protesting Offeror, or its authorized representative.

The Procurement Authority (Fire Department) will render a written decision within fourteen (14) calendar days after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is completed.



SECTION II - STANDARD TERMS AND CONDITIONS

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1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of an Offeror’s proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If an Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the Offeror’s proposal without the information.

May: Indicates something that is not mandatory but permissible.

Additionally, for purposes of this Solicitation, the following definitions shall apply:

- “A.R.S.”** Arizona Revised Statute
- "City"** The City of Phoenix
- "Contractor"** The Offeror as an individual, partnership, company, corporation or entity that, as a result of the competitive process, is awarded a contract by the City.
- "Contract/Agreement"** The legal contract or agreement executed between the City and the Contractor.
- "Contract Representative"** The City employee or employees who have specifically been designated to act as a contact person(s) with the Contractor, and responsible for monitoring and overseeing the Contractor’s performance under this Contract.
- “days”** Means calendar days unless otherwise specified.
- “Employer”** Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses the independent contractor’s contract labor. (A.R.S. § 23-211).
- “Offer”** Means bid, proposal or quotation.
- “Offeror”** Means a Vendor who responds to the Request for Proposal.
- “Solicitation”** Means a Request for Proposal (“RFP”).
- “Suppliers”** Firms, entities or individuals furnishing goods or services directly to the City.
- “Vendor”** A seller of goods or services.



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2. CONTRACT INTERPRETATION

- 2.1 APPLICABLE LAW:** This Contract shall be governed by the law of the State of Arizona, without effect to Arizona's conflict of law rules and any lawsuits pertaining to this Contract shall be brought only in the Federal or State courts in Maricopa County, State of Arizona.
- 2.2 IMPLIED CONTRACT TERMS:** Each and every provision of law and any clause required by law to be in this Contract shall be read and enforced as though it were included herein, and, if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Contract shall be physically amended to make such insertion or correction.
- 2.3 CONTRACT ORDER OF PRECEDENCE:** In the event of a conflict in the contractual provisions of this Contract, as agreed to by the Parties and as may be amended, the following shall prevail in the order set forth below:
- A. Special Terms and Conditions
 - B. Standard Terms and Conditions
 - C. Scope of Work
 - D. Specifications
 - E. Attachments
 - F. Exhibits
 - G. Instructions to Offerors
 - H. Other documents referenced or included in the Request for Proposal
- 2.4 ORGANIZATION—EMPLOYMENT DISCLAIMER:** The Contract resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint-venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein. The Parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under this Contract are considered to be City employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor shall have total responsibility for all salaries, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, any and all other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and Contractor shall save and hold the City harmless with respect thereto.
- 2.5 SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which shall remain in effect without the invalid provision or application.
- 2.6 NON-WAIVER OF LIABILITY:** The City of Phoenix, as a public entity supported by tax monies and in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City has or might have to recover actual lawful damages in any court of law.
- 2.7 PAROL EVIDENCE:** This Contract is intended by the undersigned Parties as the final expression of their agreement and is intended to be the complete and exclusive



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statement of the terms of the agreement between the Parties. No course of prior dealings between the Parties and no usage in the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing Party has knowledge of the nature of the performance and the opportunity to object.

3. CONTRACT ADMINISTRATION AND OPERATION

- 3.1 RECORDS:** All books, accounts, reports, files and other records relating to the Contract shall be subject at all reasonable times to inspection and audit by the City for five (5) years after completion of the Contract. Such records will be produced at a City of Phoenix office as designated by the City.
- 3.2 PUBLIC RECORD:** All proposals submitted in response to this Solicitation shall become the property of the City and become a matter of public record available for public review or disclosure pursuant to the State of Arizona Public Records law.

Offeror shall accordingly mark any information included in its proposal that Offeror deems confidential or proprietary (collectively, "Proprietary Information"). If the City receives a request to review or disclose such Proprietary Information, the City will provide Offeror with written notice of the request to allow Offeror the opportunity to obtain a court order within seven (7) days from the date of notice. If no court order is issued and received by the City within such seven (7) day period, the City may disclose or allow the review of such Proprietary Information in accordance with the State of Arizona Public Records law.

- 3.3 CONFIDENTIALITY AND DATA RECORD:** All data, regardless of form, and including, without limitation, originals, images and reproductions, prepared by, obtained by, or transmitted to Offeror/Contractor, in connection with this RFP or resulting Contract, is confidential, proprietary information owned by the City. Except as specifically provided in this RFP, or the resulting Contract, Offeror/Contractor shall not disclose any of the above described data to any third person without the prior written consent of the City Manager, or his/her designee.

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, Offeror/Contractor must encrypt and/or password-protect electronic files. This includes any 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.

In the event that data collected or obtained by Offeror/Contractor, in connection with this RFP or resulting Contract, is believed to have been compromised, Offeror/Contractor shall notify the City Privacy Officer immediately. Offeror/Contractor agrees to reimburse the City for any costs incurred by the City in investigating any potential breach of this data and, where applicable, the cost of notifying individuals who may be impacted by such breach.



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Contractor agrees that the requirements of this Paragraph 3.3 shall be incorporated into all subcontractor agreements entered into by Contractor. It is further agreed that a violation of Paragraph 3.3 shall be deemed to cause irreparable harm justifying injunctive relief in court. A violation of Paragraph 3.3 may result in immediate termination of this Contract without notice.

Offeror, in submitting its proposal to the RFP, and Contractor, in signing the Contract, agree to be bound by Paragraph 3.3. Further, the obligations of Offeror/Contractor under Paragraph 3.3 shall continue past the expiration date of the RFP and shall survive the termination of this Contract.

- 3.4 DISCRIMINATION PROHIBITED:** Contractor agrees to abide by the provisions of the Phoenix City Code, Chapter 18, Article V as amended.

Any Contractor, service provider, supplier and/or 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 Contractor, service provider, supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability. Such action shall include, without limitation, 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, service provider, supplier and/or lessee further agree 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.

Additionally, the Contractor, service provider, supplier and/or lessee agree that this clause will be incorporated in all subcontracts, job-consultant agreements or subleases to this Contract that are respectively entered into.

- 3.5 LICENSES AND PERMITS:** Contractor shall keep current Federal, State, and local licenses and permits required for the operation of the business conducted by Contractor as applicable to this Contract.

- 3.6 ADVERTISING:** Contractor shall not advertise or publish news releases concerning this Contract without the prior written consent of the City Manager, or his/her designee, and the City shall not unreasonably withhold permission.

- 3.7 EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may be created under this Contract are the sole property of the City and shall not be used or released by Contractor, or any other person, without prior written permission by the City Manager, or his/her designee.

- 3.8 OWNERSHIP OF INTELLECTUAL PROPERTY:** Any and all intellectual property, including, but not limited to, copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this Contract and any related subcontract ("Intellectual Property"), shall be considered work for hire and the City shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the City requesting the issuance of this Contract shall own (for and on behalf of the City) the entire right, title and interest to the



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Intellectual Property throughout the world. Contractor shall notify the City, within thirty (30) days, of the creation of any Intellectual Property by it, or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure that ownership of the Intellectual Property vests in the City and shall take no affirmative steps that might have the effect of vesting all or part of the Intellectual Property in any entity other than the City. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any other person or entity without the express written authorization by the City Manager, or his/her designee. If by operation of law, the Intellectual Property is not owned in its entirety by the City automatically upon its creation, then Contractor agrees to assign and hereby assigns to the City the ownership of the Intellectual Property. Contractor agrees to take such further action and execute and deliver such further agreements and other instruments as the City may reasonably require to give effect to this Paragraph 3.8.

It is expressly agreed by Contractor that these covenants described herein are irrevocable and perpetual.

3.9 HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS: Contractor's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.

At the request of the City, the Contractor shall provide the following:

- Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this Contract.
- A list of all Federal, State, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against Contractor, or its subcontractors, including dates, reasons, dispositions and resolutions.

The City shall have the right, but not the obligation, to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by Contractor or its subcontractor(s). The City shall also have the right to inspect operations conducted by Contractor or its subcontractor(s) in the performance of this Contract.

3.10 COMPLIANCE WITH LAWS: Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether or not they are referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance.

Because Contractor will be acting as an independent contractor, the City assumes no responsibility for Contractor's acts.

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). Therefore, Contractor agrees that:



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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, subsection A. A breach of this warranty shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement. 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 are in compliance with this warranty.

- 3.11 CONTINUATION DURING DISPUTES:** Contractor agrees that notwithstanding the existence of any dispute between the Parties, under the terms of the Contract, Contractor shall continue to perform the obligations required of it during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.
- 3.12 EMERGENCY PURCHASES:** The City reserves the right to purchase or receive services from other sources any items or services that are required on an emergency basis and cannot be immediately supplied from or provided by Contractor.
- 3.13 STRICT PERFORMANCE:** Failure of either Party to (a) insist upon the strict performance of any item or condition of the Contract, or (b) exercise, or delay the exercise of any right or remedy provided in the Contract, or by law, shall not be deemed a waiver of any right of either Party to insist upon the strict performance of the Contract.

4. COSTS AND PAYMENTS

- 4.1 PAYMENT TERMS:** The City shall make every effort to process payment for the purchase of material or services within thirty (30) calendar days after receipt of a correct invoice unless a good faith dispute exists to any obligation to pay all or a portion of the account.
- 4.2 PAYMENT DEDUCTION OFFSET PROVISION:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.
- 4.3 LATE SUBMISSION OF CLAIM BY CONTRACTOR:** The City will not honor any invoices or claims which are tendered thirty (30) days after the contract expires.
- 4.4 NO ADVANCE PAYMENTS:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.
- 4.5 FUND APPROPRIATION CONTINGENCY:** The Contractor recognizes that any agreement entered into shall commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Contractor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Phoenix, which fiscal year ends on June 30 of each year, shall be subject to the approval of the budget of the City of Phoenix providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.
- 4.6 MAXIMUM PRICES:** The City shall not be invoiced at prices higher than those stated in any contract resulting from this proposal. Offeror certifies, by signing this proposal that



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the prices offered are no higher than the lowest price the Offeror charges other buyers for similar quantities or services under similar conditions. Offeror further agrees that any reductions in the price of the goods or services covered by this proposal and occurring after award will apply to the undelivered balance. The Offeror shall promptly notify the City of such price reductions.

5. CONTRACT CHANGES

- 5.1 CONTRACT AMENDMENTS:** Contracts shall be modified only by a written contract amendment signed by the City Manager, or his/her designee, and persons duly authorized to enter into contracts on behalf of the Contractor.
- 5.2 ASSIGNMENT–DELEGATION:** No right or interest in this Contract, nor monies due, thereunder, shall be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor shall be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this Paragraph shall be void.
- 5.3 NON-EXCLUSIVE CONTRACT:** Any Contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source when necessary.
- 5.4 AUTHORIZED CHANGES:** The City reserves the right at any time to make changes in the specifications of this Contract. If the change causes an increase or decrease in the cost or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty (30) days from the receipt of the change. Any price increases shall not be binding on the City unless evidenced in writing and approved by the City prior to the institution of the change.

6. RISK OF LOSS AND LIABILITY

- 6.1 TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction shall not release Vendor from any obligation hereunder.
- 6.2 ACCEPTANCE:** All goods and/or services provided are subject to acceptance by the City. Goods and/or services failing to conform to the specifications of this Contract shall not be accepted by the City. Noncompliance shall allow invocation by the City of the cancellation clause(s) set forth in this Contract.
- 6.3 GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the City and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor, or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law, or arising out of the failure of such Contractor to conform to any



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Federal, State or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.

- 6.4 INDEMNIFICATION-PATENT, COPYRIGHT AND TRADEMARK.** Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this Contract.

Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark, appearance or process of goods or services by reason of the use or sale of any goods or services furnished under this Contract. Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorneys' fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires. It is expressly agreed by the Contractor that these covenants herein are irrevocable and perpetual.

- 6.5 FORCE MAJEURE:** Except for payment of sums due, neither Party shall be liable to the other nor deemed in default under this Contract if and to the extent that such Party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure shall not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

If either Party is delayed at any time in the progress of the work by force majeure, the delayed Party shall notify the other Party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision, thereby invoking its provisions. The delayed Party shall cause such delay to cease as soon as practicable and shall notify the other Party in writing when it has done so. The time of completion shall be extended by written contract modification for a period of time equal to the time delay resulting from force majeure which prevented the delayed Party from performing in accordance with this Contract.

- 6.6 LOSS OF MATERIALS:** The City does not assume any responsibility, at any time, for the protection of, or for the loss of materials, from the time that contract operations have commenced until final acceptance of the work, goods and/or services subject to this Contract.



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7. WARRANTIES

- 7.1 RESPONSIBILITY FOR CORRECTION:** Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance.
- 7.2 LIENS:** Contractor shall hold the City harmless from any claimants supplying labor or materials to Contractor or from Contractor's subcontractor(s) in the performance of the work required under this Contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied, before the City will make payment.
- 7.3 BEST STANDARDS AND PRACTICES:** Where not more specifically described and/or specified herein, the goods and/or services provided shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved. All work shall be executed by personnel skilled in their respective lines of work.

8. CITY'S CONTRACTUAL RIGHTS

- 8.1 RIGHT TO ASSURANCE:** Whenever one Party to this Contract in good faith has reason to question the other Party's intent to perform, the former Party may request in writing that the other Party give a written assurance of that other Party's intent to perform. In the event that a request is made and no written assurance is given within five (5) days, the requesting Party may treat this failure as an anticipatory repudiation of this Contract by the other Party.
- 8.2 NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under this Contract are non-exclusive.
- 8.3 DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH:** Each installment or lot of the Contract is dependent on every other installment or lot. Thus, a delivery of non-conforming goods or services, or a default of any nature under one installment or lot will impair the value of the entire Contract and will constitute a total breach of the entire Contract.
- 8.4 ON TIME DELIVERY:** Delivery must be made in accordance with the delivery schedule promised by the Offeror.
- 8.5 DEFAULT:** In case of default by the Contractor, the City may, by written notice, cancel this Contract and contract with another source. Further, the City may recover any excess costs incurred by (1) deduction from any unpaid balance due the Contractor; (2) collection against the Contractor and/or the Contractor's performance bond, or (3) a combination of the aforementioned remedies, or any other remedies provided by law.
- 8.6 COVENANT AGAINST CONTINGENT FEES:** Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right to annul the Contract without liability, or in its discretion, to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.



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8.7 PROPOSAL JUSTIFICATION: In the event only one proposal or response to this Solicitation is received, the City may require that the Offeror submit a proposal or response in sufficient detail for the City to perform an analysis to determine if the proposal is fair and reasonable.

9. CONTRACT TERMINATION

9.1 GRATUITIES: The City may, by written notice to the Contractor, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City making any determination(s) with respect to the award or performance of this Contract. In the event this Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

9.2 CONDITIONS AND CAUSES FOR TERMINATION: This Contract may be terminated at any time by the City, with or without cause, upon giving ten (10) days written notice to Contractor. Additionally, the City, at its convenience and by written notice, may terminate this Contract in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted by the City before the effective date of termination. Contractor shall submit detailed cost claims in an acceptable manner and shall permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

The City reserves the right to cancel the whole or any part of this Contract due to failure of Contractor to carry out any term, promise, or condition of the Contract. The City will issue a written notice of default to Contractor for acting, or failing to act as in any of the following:

- In the opinion of the City, Contractor provides personnel who do not meet the requirements of the Contract;
 - In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;
 - In the opinion of the City, Contractor attempts to impose on the City personnel, materials, products/goods, services or workmanship, of an unacceptable quality.
 - Contractor fails to furnish the required service(s) and/or product(s)/goods within the time stipulated in the Contract;
 - In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the Contract and/or fails to give the City a positive indication that Contractor will or can perform to the requirements of the Contract.
- 9.3 CONTRACT CANCELLATION:** All Parties acknowledge that this Contract is subject to cancellation by the City pursuant to the provisions of A.R.S. § 38-511.



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- 1. **PRICE:**
All prices submitted shall be firm and fixed for the contract period.
- 2. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.
- 3. **COMMERCIAL GENERAL LIABILITY–OCCURRENCE FORM**
Policy shall include bodily injury, property damage and broad form contractual liability coverage.

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

ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

The Contractor’s insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

NOTICE OF SUSPENSION OR CANCELLATION: For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within two (2) business days of receipt, written notice that a policy is suspended, voided or cancelled for any reason. Such notice shall be mailed by U.S. Mail, certified return receipt, to Cheryl Griemsmann, City of Phoenix Fire Department, Administration Division, 150 S. 12th Street, Phoenix, AZ 85034; or sent by e-mail to cheryl.griemsmann@phoenix.gov.

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

VERIFICATION OF COVERAGE:
Vendor shall 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 shall be sent directly to Cheryl Griemsmann, City of Phoenix Fire Department, Administration Division, 150 S. 12th Street, Phoenix, AZ 85034. The City project/contract number and project description are to be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY’S RISK MANAGEMENT DIVISION.**



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APPROVAL:

Any modification or variation from the insurance requirements in this Contract must have prior approval from the City of Phoenix Law Department, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

4. **OFFSHORE PERFORMANCE OF WORK PROHIBITED:** All storage and processing of information shall be performed within the borders of the United States.
5. **POST-AWARD CONFERENCE**
A post-award conference with the Contractor may be held jointly by the Fire Department prior to any performance under this Contract. The purpose of this conference will be to discuss critical elements of the work schedule, possible operational problems and procedures.
6. **SUSPENSION OF CONTRACT PERFORMANCE**
The City reserves the right to suspend performance on the Contract wholly, or in part, if it is deemed necessary in the best interests of the City. This suspension will be without compensation to the Contractor, its successors, and/or assigns other than compensation for completion/delivery requirements existing prior to the suspension.
7. **INTERFERENCE OF CONTRACT PERFORMANCE** Upon the occurrence of any condition that interferes with the full performance of the Contract, Contractor shall immediately notify by telephone the Phoenix Fire Department contact listed below. Further, Contractor shall confirm this notification in writing by U.S. Mail, certified return receipt, within twenty-four (24) hours.

Department Contact: Cheryl Griemsmann Phone: 602.256.4274

8. **CONTRACTOR'S PERFORMANCE**
Contractor shall furnish all necessary labor, tools, equipment, and supplies to perform the required services. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the Contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City shall notify the Contractor.

Contractor will have twenty-four (24) hours from that time to initiate corrective action addressing the specific instances of unsatisfactory performance about which Contractor has been notified. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost of completion from any balances due or to become due from the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the Contract.

9. **OFFEROR INQUIRIES**

All questions relating to this RFP shall be directed in writing to:

Cheryl Griemsmann
City of Phoenix, Fire Department
150 S. 12th Street
Phoenix, Arizona 85034-2301
cheryl.griemsmann@phoenix.gov



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To be considered, written inquiries shall be received at the above address by July 29, 2015, 5:00 P.M. local Arizona time. Written inquiries may be emailed or physically mailed to the address provided in this Paragraph. Inquiries received will be answered in an addendum and published on the Fire Department Website.

No informal contact initiated by Offerors on this proposal will be allowed with members of the City's staff from date of distribution of this RFP until after the closing date and time for the submission of proposals. All questions concerning, or issues related, to this RFP shall be presented in writing.

10. CONTRACTOR AND SUBCONTRACTOR WORKER BACKGROUND SCREENING

Contractor agrees that all contract workers and subcontractors (collectively "Contract Worker(s)") that Contractor furnishes to the City pursuant to this Agreement shall be subject to background and security checks and screening as set forth in this Paragraph 10 (collectively "Background Screening") at Contractor's sole cost and expense. The Background Screening provided by Contractor shall comply with all applicable laws, rules and regulations. Contractor further agrees that the Background Screening required in this paragraph is necessary to preserve and protect public health, safety and welfare. The Background Screening requirements set forth in this paragraph are the minimum requirements for this Agreement. 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 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 shall take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this Agreement. The City may, in its sole discretion, accept or reject any or all of the Contract Workers proposed by Contractor to perform work under this Agreement as well those Contract Workers actually providing services during the term of this Agreement.

The risk level and Background Screening required for this Agreement is "minimum risk." A minimum risk Background Screening shall be performed when the Contract Worker: (i) will not have direct access to City facilities or information systems; or (ii) will not work with vulnerable adults or children; or (iii) when access to City facilities is escorted by City workers. The minimum risk Background Screening is applicable to the Contractor selected for this RFP. The Background Screening for minimum risk shall consist of the screening required by Arizona Revised Statutes § 41-4401 to verify legal Arizona worker status.

By executing this Agreement, Contractor certifies and warrants that Contractor has read the Background Screening requirements and criteria in this Paragraph 10, understands them and that all Background Screening information furnished to the City is accurate and current. Also, by executing this Agreement, Contractor further certifies and warrants that Contractor has satisfied all such Background Screening requirements for the minimum risk Background Screening as required.

Contractor shall include the terms of this Paragraph 10 for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

The Background Screening requirements of this Paragraph 10 are material to City's entry into this Agreement and any breach of this paragraph by Contractor shall be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth previously in Section II of this



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150 S. 12th Street
Phoenix, AZ 85034
Phone: (602) 256-4274**

Agreement, Contractor shall defend, indemnify and hold harmless the City for any and all Claims (as defined previously in Section II) arising out of this Background Screening paragraph including, but not limited to, the disqualification of a Contract Worker by Contractor or the City for failure to satisfy this Paragraph 10.

Contractor's obligations and requirements that Contract Workers satisfy this Background Screening paragraph shall continue throughout the entire term of this Agreement. 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 Paragraph 10.



SECTION IV - SCOPE OF WORK

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

The City of Phoenix Fire Department seeks professional services and facilities to conduct FAA Part 139 Annual ARFF Live Fire Training between October 2015 and March 2016. The training is for approximately one hundred forty (140) ARFF-certified firefighters.

The basic requirements for these professional services are more fully described in the Scope of Work that follows. Nothing herein is intended to limit Offerors from exceeding these minimum requirements.

The initial period of this Agreement will be for one (1) training session to be held between October 2015 and March 2016 with a possible additional training session to be held in 2019, if the City exercises its written option to extend this Agreement.

2.0 SCOPE OF WORK

Offerors are encouraged to propose plans that meet the minimum requirements below.

Training is to be conducted over ten (10) training days. This training shall take place between October 2015 and March 2016.

On a typical day, approximately fourteen (14) PFD students, plus support staff, will participate in training.

PFD, in cooperation with the facility, shall have the right to use the property to train its employees in recurrent ARFF fire fighting training to fulfill the requirements set forth by the FAA per CFR Part 139 Airport Certification. Phoenix training staff will assist in instructing and directing activities at the Contractor's facility.

Minimum staff and facility requirements are outlined below:

- The facility shall be approved by the FAA for Part 139 Annual ARFF Live Fire Training for an Index "D" airport.
- Training shall be conducted in compliance with FAA Part 139.319(h)(i)(3).
- The facility shall have training props to allow for both hand line and turret based scenarios.
- To save the cost of cleaning liquid fuel (Diesel/Jet A) from protective clothing, the props utilized in training shall be propane fueled.
- Shower facilities shall be available on site for both males and females.
- The facility shall be located geographically such that students may be able to have sufficient time to travel to and from Phoenix, and complete the needed training in a single day (departing Phoenix no earlier than 0600 hours and returning no later than 2200 hours local Phoenix Time).
- Service cost shall include the cost of lunch on the training day to be provided at the training facility.
- The facility shall provide or contract for at least one Paramedic (Advanced Life Support) with equipment (defibrillator, drug box, etc.) to stand by on site while burn training is taking place.



SECTION IV - SCOPE OF WORK

**CITY OF PHOENIX
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- The facility will provide at least one Oshkosh Striker crash truck of at least one thousand five hundred (1500) gallon capacity in good working condition for Engineer (driver/operator) truck based training, or apparatus similar to frontline trucks currently in use at Phoenix Sky Harbor International Airport.
- The training scenarios will be determined jointly between the facility and PFD ARFF training staff.
- Phoenix may provide support in the form of two (2) ARFF Captains, and two (2) ARFF Engineers to supervise the training scenarios.
- Phoenix may provide one (1) ARFF Training Officer to act as a safety and administrative support officer.
- Phoenix may provide one (1) Chief Officer to provide first line supervision of students.
- The facility will provide portable radios for Phoenix training personnel.
- Transportation for students and staff between the closest commercial airport, the training site(s), and the lodging site(s), if necessary, shall be included in the service price.



SECTION V - SUBMITTAL

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
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Each Offeror should complete and submit the following as that Offeror's Submittal:

- One (1) printed Original and six (6) electronic Originals of Offeror's entire Submittal of its proposal, which includes:
 - Offeror's Response to the Evaluation Criteria provided in Section I, Paragraph 16 (Evaluation Criteria) ("Technical Component")
 - The Pricing Page(s) ("Price Component")
 - **Note 1:** Prices offered in the Offeror's proposal or bid shall not include applicable taxes. For purposes of determining the lowest price proposal or bid, the City will not take any applicable tax into consideration. Once a contract is awarded, all applicable taxes will apply. Applicable taxes, if any, must be listed as a separate item on all invoices submitted to the City and shall remain the sole responsibility of the Offeror to calculate and make payment.
 - **Note 2:** Cost is a factor in awarding the contract, however, only those proposals that meet all the mandatory criteria in the RFP will be given consideration. The contract will not be awarded solely on the basis of price. After a composite technical score for each Offeror has been established, the pricing score will be considered and additional points will be added to the technical score to determine the RFP total score. The maximum score for price will be assigned to the Offeror offering the lowest price and proportional scores will be assigned to the other Offerors.
- Offeror's Company Information
- Offer and Acceptance
- All other documents, if any, required by the Evaluation Criteria
- Any alternative terms, clearly separated and marked, as an attachment to the Submittal
- Any confidential or proprietary information, clearly separated and marked, as an attachment to the Submittal

Please do not submit a copy of the entire RFP document.

Offeror's offer will remain in effect for a period of one-hundred-twenty (120) calendar days from the bid opening date and is irrevocable unless it is in the City's best interest to do so.

Company Name _____

Solicitation No. RFP 14-F07

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SECTION V - SUBMITTAL

**CITY OF PHOENIX
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**PRICE PAGE
ARFF TRAINING SERVICES**

In accordance with the Scope of Work for this RFP (Section IV) Offeror shall include pricing for professional services and facilities to conduct Federal Aviation Administration Part 139 Annual Airport Rescue Firefighter Live Fire Training between October 2015 and March 2016. The training is for approximately 140 ARFF-certified firefighters. The prices 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.

Offeror's prices stated below must include all necessary costs including, but not limited to, hourly labor rate, materials, overhead, administrative charges, profit, insurance, estimated travel expenses and any other applicable expenses that Offeror believes will be necessary for Offeror to successfully fulfill the Scope of Work (Section IV).

- Classrooms
- Instructors
- Burn Facilities (including training props, firefighting equipment, fuel and water)
- Shower facilities for both males and females.
- Lunch on the day of training (10 days total)
- At least one (1) Advanced Life Support (ALS) Paramedic with equipment on stand by
- At least one (1) Oshkosh Striker truck or equivalent for engineer truck-based training
- Portable radios
- Transportation for students and staff between airport, training site(s) and lodging site(s)
- Safety officer(s)
- Certificates

Please list any additional fees and/or charges applicable to the requested services.

Company Name _____



SECTION V - SUBMITTAL

**CITY OF PHOENIX
Fire Department
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OFFEROR'S EMERGENCY TWENTY-FOUR HOUR CONTACT

Primary Contact Name _____

Phone Number _____

Alternate Contact Name _____

Phone Number _____

Company Name _____

Solicitation No. RFP 14-F07



SECTION VI – OFFER AND ACCEPTANCE

**CITY OF PHOENIX
Fire Department
150 S. 12th Street
Phoenix, AZ 85034
Phone: (602) 256-4274**

OFFER/CERTIFICATION

TO THE CITY OF PHOENIX:

The Undersigned hereby offers and agrees to furnish the goods and/or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of this Request for Proposal and any written exceptions in the offer.

Arizona Sales Tax No. _____

Use Tax No. for Out-of State Suppliers _____

City of Phoenix Sales Tax No. _____

Taxpayer's Federal Identification No. _____

Offeror certifies that it has read, understands, and will fully and faithfully comply with this Request for Proposal, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

Authorized Signature

Date

Printed Name and Title

Company Name

Address

City, State and Zip Code

Telephone Number

Company's Fax Number

Company's Toll Free #

Email Address

Indicate on a separate sheet if the "remit to" addresses are different from above.

NOTE: Any assignment of proceeds must go through the City of Phoenix, Division of Accounts, formal assignment procedure. Please also refer to the Assignment Provision in the General Bidding Instructions and Conditions of Purchase.



SECTION VI – OFFER AND ACCEPTANCE

**CITY OF PHOENIX
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ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials, goods and/or services listed by the attached Contract and based upon this Request for Proposal, including all terms, conditions, specifications, amendments, etc., and the Contractor’s Offer as accepted by the City.

This Contract shall henceforth be referred to as Contract No._____. The Contractor has been cautioned not to commence any billable work or provide any product, goods, material or service under this Contract until Contractor receives verbal orders together with Contract Order Release numbers.

CITY OF PHOENIX, a municipal corporation
Ed Zuercher, City Manager

Phoenix City Clerk

DATE

Kara Kalkbrenner
City of Phoenix Fire Department
Fire Chief

DATE

Awarded this _____ day of _____,
2015.

Approved as to form this _____ day of _____, 2015.

Acting Phoenix City Attorney

Company Name_____

Solicitation No. RFP 14-F07