



**CITY OF KINGMAN  
KINGMAN MUNICIPAL AIRPORT**

**REQUEST FOR PROPOSALS  
Unarmed Airport Security  
15 August 2022**

**RFP IGM22 - 02**

## **INTRODUCTION**

The City of Kingman ("City") is seeking an experienced unarmed security contractor ("Contractor") to provide unarmed security services ("Services") at Kingman Municipal Airport ("Airport").

The City of Kingman Airport Division oversees the Kingman Municipal Airport Operations. The Airport intends to contract with a capable and reliable vendor to provide unarmed security services at Kingman Municipal Airport during the evening and early morning hours.

The City is aspiring to maximize the security of the airport during the evening and early morning hours by hiring a Security Service Contractor to perform vehicle and foot patrols of the Airport Operations Area and Flightline Drive.

## **TERM OF CONTRACT**

The contract shall commence upon the signing of the contract and shall terminate one (1) year thereafter. The contract may then be renewed for two (2) additional one (1) year terms by mutual agreement of the parties

## **DAILY RESPONSIBILITIES OF SECURITY CONTRACTOR**

Contractor will provide one (1) security guard between the hours of 7:30 p.m. to 3:30 a.m. Monday through Friday; and 4:30 p.m. to 4:30 a.m. Saturday and Sunday at Kingman Municipal Airport. Times are subject to change at the City's discretion. Guard will provide the following duties:

- Routine patrol of the entire airport and Flightline Drive. It is recognized that patrol activities will be varied to eliminate the possibility of setting a pattern that could be anticipated by anyone attempting to avoid a security patrol; however, the plan will be followed as to the general nature of patrol activities.
- Check pedestrian and vehicle access gates to ensure they are properly secured.
- Check outside of buildings and hangars for vandalism and/or damage and report same.
- Check aircraft for vandalism and/or damage and report same.
- Guards will contact and cooperate with appropriate law enforcement authorities as necessary.
- The City may provide Post Orders.
- At a minimum, provide weekly security logs.
- Responsible for furnishing and maintaining a marked and lighted vehicle to conduct patrols.
- Other reasonable duties may be directed by Kingman Municipal Airport from time to time.

**GENERAL REQUIREMENTS**

Term of Agreement. See Terms Service Agreement (EXHIBIT A).

Post-Award Conference. After award of the contract, the Contractor may be required to attend a post-award conference when requested by the City.

Permits and Licenses. The Contractor shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule, or regulation of any regulatory body having jurisdiction in any manner connected with providing security services.

Damage to City Property. When damages to City property occur as a result of Contractor’s negligence, the City will arrange for repairs to be made and the costs for making repairs to the areas will be deducted from final payments to the Contractor.

**CONTRACT ADMINISTRATION**

The Kingman Municipal Airport General Manager or designee shall perform all contract administrative functions associated with this document.

**THE RFP PROCESS / HOW WE SELECT**

**SCORING RESPONSES:** The evaluation criteria are weighted in accordance with the Submission Requirements. Your response will be rated as follows:

<b>Section</b>	<b>Maximum Possible Score</b>
Completeness of Proposal	Fifteen (15) Points
Offeror’s Qualifications	Twenty (20) Points
Offeror’s Similar Experience	Twenty (20) Points
Pricing (Regular Hourly Rate and Federal Holiday Hourly Rate)	Forty-Five (45) Points
<b>Max. Possible Score</b>	<b>100 (One Hundred Points)</b>

**CONTRACT AWARD:** A contract award will be made to the Offeror whose proposal is determined in writing to be most advantageous to the City based on the factors set forth in the RFP.

**TYPE OF AWARD:** The City reserves the right to make multiple awards or to award by a group of line items, or to make an aggregate award, whichever is deemed most

advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" Bids shall be rejected.

**EVALUATION PANEL:** Submittals will be evaluated by a panel based on the stated criteria and are responsible for selecting the proposal that is most advantageous to the City.

**PANEL CONTACT:** Offerors shall have no exclusive meetings, conversations, or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.

**INTERVIEWS:** City may ask some or all Offerors to participate in an interview at any point during the evaluation process but is not required to do so. Information gathered in an interview will be used by the panel to make a selection. Offeror is responsible for any costs incurred to participate in an interview.

**ADDITIONAL INVESTIGATIONS:** City may conduct additional investigations needed to determine the competence or financial stability of any Offeror.

**BEST AND FINAL OFFERS:** City may request best and final offers and will determine the scope and subject of any best and final request.

**ADDITIONAL INFORMATION:** City reserves the right to secure additional information from the Offeror in various forms and to award based on submitted information.

**WITHDRAWAL OF PROPOSAL:** Offeror may withdraw a submitted proposal in writing by letter, facsimile, or electronic mail at any time prior to the specified solicitation due date and time. Withdraw notices must be made by the Offeror or designated representative listed on the proposal. Telephonic or oral withdrawals cannot be accepted.

**OFFER ERRORS OMISSIONS AND CORRECTIONS:** City will not be responsible for any Offeror errors or omissions. All prices and notations shall be typed or written in ink. Changes or corrections made to the offer must be initialed in ink by the individual signing the offer. No corrections will be permitted after the offers have been opened.

**COMPETITIVE NEGOTIATIONS:** City may negotiate with multiple Offerors at the same time. Negotiations may result in changing the conditions, terms, or price of the proposed contract for the benefit of the City unless prohibited herein. All Offerors shall be treated fairly and equally while conducting negotiations and the City is prohibited from disclosing any information submitted by competing Offerors. Entering into negotiations does not constitute a contract award or confer any rights to Offerors. The City may formally terminate negotiations and enter into concurrent or exclusive negotiations with the next most qualified Offeror/s if it is in the City's best interest to do so.

**NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS:** City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Selection Committee Members, or anyone connected with

the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Silent"), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

**PROPRIETARY INFORMATION:** Offeror shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary, may result in rejection of the bid.

Offeror acknowledges that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency, or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedies. The Offeror, by submission of materials, marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any form or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.

**SUBMISSION CHECKLIST:** This section provides an overview of the submission instructions including a checklist of the REQUIRED RESPONSES to aid in the submission of complete proposals.

Offerors are strongly advised to read this section in its entirety and complete the checklist to avoid disqualification. **Please note that the City will NOT be able to consider proposals that are submitted late or that do not follow these guidelines. All submittals must be submitted in a sealed envelope.**

**The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation, or any travel connected with the submission of the proposal. The City shall have no liability whatsoever for such costs.**

<b>Checklist For Submitting Proposal</b>	<b>Complete ( )</b>
<b>Submission Required Responses</b>	
COVER SHEET Offeror Name Offeror Address	
COMPLETED OFFER SHEET (SEE EXHIBIT A OFFER SHEET)	
EXECUTIVE SUMMARY	
QUALIFICATIONS OF OFFEROR	
SIMILAR EXPERIENCE OF OFFEROR	
ADDENDUM RESPONSES (if applicable)	
<b>Return Of Offer</b>	
A "Required Responses" listed above shall be submitted on or before due date and time. <i>Submittals must be received by 3:00 PM (Noon local time, GMT-7) on 25 August 2022. Submittals may be dropped off in person or sent by mail to 310 N 4<sup>th</sup> Street, Kingman, AZ 86401 Attn. City Clerk</i>	

**SUBMISSION REQUIREMENTS:** The proposal is every element of your response to this RFP. For this proposal, you must provide complete responses to the items identified in the REQUIRED RESPONSES. **Responses must be received in a sealed envelope by the due date.**

Responses must be numbered to correspond to the item numbers listed in the Submission Checklist above to aid in the evaluation process; failure to do so may result in disqualification.

Should your offer contain any PROPRIETARY INFORMATION you must clearly mark that information with the words "Proprietary Information." Only information contained in your response questions may be marked as such, information on the OFFER SHEET or PRICING SHEET (if applicable) is not considered proprietary.

Offers should submit a proposal clearly identifying this project on the cover letter of the proposal which includes:

- A one-page cover letter plus a maximum length of fifteen (20) pages total to address the RFP criteria.
- One original Proposal and a flash drive with PDF files of the proposal.
- Proposals shall be submitted before 3:00 P.M. on 25 August 2022.

Responses must be submitted to:

**City of Kingman  
City Clerk's Office  
310 N. 4<sup>th</sup> Street.  
Kingman, Arizona 86401**

Offerors acknowledge that the City is required by law to make certain records available for public inspection. By submitting any materials marked as Proprietary Information, Offeror acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any form or any liability to the Offeror if the City must legally disclose the Proprietary Information.

**Helpful Hints:** Provide complete responses to each item listed in the Submission Checklist. Your submitted responses will be the only basis on which your proposal is scored.

Do not unnecessarily elaborate. Keep your response complete and effective.  
Do not provide general answers or references to sales literature.  
Only when applicable attach and reference supporting documents.

Delivered or hand-carried submittals must be delivered to City Clerk's Office at the address given above. On the submittal package, please display the firm name, RFP number, and/or project title.

**SELECTION PROCESS AND SCHEDULE:** A Selection Committee will evaluate each Proposal according to the criteria above and ranking will be based solely on the proposal as submitted. The selection panel will produce a rank-ordered list of the final responsive Proposals. Interviews may be conducted as part of the selection process. The City intends to enter into negotiations with the top-ranked Offeror and execute a service agreement upon completion of negotiation of terms for City Council approval. If the City is unsuccessful in negotiating a service agreement with the best-qualified Offeror, the City may then negotiate with the second or third most qualified Offeror until an agreement is executed, or may decide to terminate the selection process.

The following tentative schedule has been prepared for this project:

Pre-submittal Meeting	22 August 2022
Proposal due date	25 August 2022
Notification of selection	31 August 2022

**Pre-submittal meeting will take place in the Airport Administration Building located at 7000 Flightline Drive Kingman Arizona, 86401 at 2:00 P.M. on 22 August 2022**

**A protest must** be in writing and be filed with the Public Works Department Airport Division. A protest of a solicitation shall be received before the solicitation opening date. A protest of

a proposed award must be filed in writing before the City Council meeting at which the recommendation will be presented. If the award is less than \$50,000, City Council approval is not needed and protests must be submitted within ten (10) days after the protestor knows or should have known the basis of the protest. City shall determine whether to issue a written response or hold an administrative hearing.

**A protest must include:** The name, address, and telephone number of the protester; the signature of the protester or its representative; identification of the project and the solicitation or contract number; a detailed statement of legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

**City Rights.** The City of Kingman reserves the right to reject any or all Proposals, waive any informality or irregularity in any Proposal received, and be the sole judge of the merits of the respective Proposals received.

**Questions.** Questions pertaining to the RFP process or contract issues should be directed to the Kingman Municipal Airport at Doug Breckenridge at [dbreckenridge@cityofkingman.gov](mailto:dbreckenridge@cityofkingman.gov)



**EXHIBIT A**

**AIRPORT SECURITY SERVICE AGREEMENT  
BETWEEN THE CITY OF KINGMAN  
AND CONTRACTOR**

This Service Agreement ("Agreement") is made and entered into as of \_\_\_\_\_, 20\_\_\_\_ by and between CITY of Kingman ("CITY"), an Arizona municipal corporation, and **CONTRACTOR NAME** ("CONTRACTOR"), licensed to do business in Arizona.

**RECITALS:**

- A. The CITY operates the Kingman Municipal Airport ("Airport"), a general aviation airport located in Mohave County, Arizona.
- B. The CITY has the need for Airport Security Service ("Services").
- C. The CITY desires to engage the CONTRACTOR to perform the Services, and the CONTRACTOR desires to perform the Services for the CITY, on the terms and conditions set forth in this Agreement.

**AGREEMENT:**

In recognition of and in reliance on the foregoing recitals, and in consideration of the mutual promises and covenants set forth in this Agreement, and in exchange for other good(s) and valuable consideration, the receipt, and sufficiency of all of which are hereby acknowledged. The CITY and CONTRACTOR agree as follows:

- 1. Services. CONTRACTOR shall offer Services to include the following:
  - 1.1. The CONTRACTOR shall furnish security guard(s) (the "GUARD(S)") to patrol Flightline Drive and areas inside of the AIRPORT security fence.
    - 1.1.1. Patrol routes will include unimproved surfaces.
  - 1.2. The GUARD(S) will check pedestrian and vehicle access gates to ensure they are properly secured.
  - 1.3. The GUARD(S) will check outside of building and hangars for vandalism and/or damage and report same.
  - 1.4. The GUARD(S) will check aircraft for vandalism and/or damage and report same.
  - 1.5. The GUARD(S) shall be properly trained and licensed, in accordance with state law, to perform security services.
  - 1.6. No GUARD(S) or other employees shall be armed with firearms or other lethal weapons while performing the Services.
  - 1.7. The CONTRACTOR shall furnish and maintain patrol vehicles that are required for the performance of security services under this contract.
  - 1.8. The CITY may provide Post Orders to the CONTRACTOR.
  - 1.9. The CONTRACTOR will provide weekly security logs of significant events.

- 1.10. The CONTRACTOR shall furnish and maintain patrol vehicles that are required for the performance of security services under this contract.
- 1.11. The CONTRACTOR will contact the appropriate first responder(s) and notify AIRPORT staff in the event of an emergency.
  - 1.11.1. The CONTRACTOR shall provide the security services Monday through Friday from 7:30 PM to 3:30 AM; Saturday and Sunday from 4:30 PM to 4:30 AM.
  - 1.11.2. Hours may change at the CITY's discretion.

## 2. Compensation and Payments

2.1. Fees and Expenses. The CITY shall pay the CONTRACTOR the following rates;

2.1.1. Regular hourly rate of \$           ;

2.1.2. Federal holiday hourly rate of \$            for the following Holidays:

New Year's Day;  
Martin Luther King Day;  
President's Day;  
Memorial Day;  
Independence Day;  
Labor Day;  
Veteran's Day;  
Thanksgiving Day;  
Christmas Eve;  
Christmas Day.

2.2. Manner of Payment. On or as soon as practicable after the first day of each month, CONTRACTOR shall prepare and submit to the CITY an invoice covering the costs incurred during the previous month and shall be paid within 30 days.

2.3. Invoices. CONTRACTOR's invoices for the Services shall be in such form as the CITY may reasonably request and shall include, together with any other appropriate information, the following:

2.3.1. A brief summary of the Services to which the fees and Reimbursable Expenses relate.

2.3.2. Supporting invoices and actual receipts for all Reimbursable Expenses.

2.4. Payment Not Acceptance of Defective Work. No payment to the CONTRACTOR, including final payment, shall be construed as acceptance by the CITY of defective or incomplete Services, or as a waiver of any claims arising out of defective or incomplete Services, and CONTRACTOR shall remain responsible and liable for the performance of the Services in strict compliance with this Agreement.

- 2.5. Acceptance of Payment Constitutes Waiver. Acceptance by CONTRACTOR of any payment from or on behalf of the CITY shall constitute a waiver and release of any claim that CONTRACTOR may have against the CITY arising out of or relating to Services covered by the payment. Acceptance of final payment by CONTRACTOR for the Services shall constitute a waiver and general release to the CITY of all claims that CONTRACTOR may have against the CITY arising out of or relating to the Services.
- 2.6. Withholding of Payment. The CITY reserves the right to withhold payment of any amount to CONTRACTOR for Services which the CITY determines to be deficient or to protect the CITY from any potential loss or damage from CONTRACTOR's failure to comply with the terms of this Agreement.
3. Effective Date and Term. This Agreement for Services will be valid from \_\_\_\_\_, 2022 and shall terminate one (1) year thereafter. The contract may then be renewed for two (2) additional one (1) year terms, on terms acceptable to both parties 60 days prior to the termination of the contract. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.
4. Termination. If through any cause, and after reasonable opportunity to commence a remedy, CONTRACTOR shall fail to fulfill in a timely and proper manner the obligations under the agreement, the CITY shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least ten days before the effective date of such termination.
5. Representations and Warranties.
- 5.1. Representations and Warranties of CONTRACTOR. CONTRACTOR represents and warrants to the CITY as follows:
- 5.1.1. CONTRACTOR is TYPE OF ORGANIZATION, duly organized, validly existing, and with full power and authority to enter into this Agreement and to perform each of its obligations hereunder including, without limitation, the Services.
- 5.1.2. CONTRACTOR is knowledgeable of all federal and state laws, codes, rules, regulations, and orders applicable to the Services to be provided hereunder, and all Services performed or work produced by CONTRACTOR shall comply with all such laws, codes, rules, regulations, and orders.
- 5.1.3. CONTRACTOR is experienced and fully qualified to perform the Services set forth or otherwise contemplated by this Agreement, and CONTRACTOR is properly licensed in accordance with all applicable laws, codes, rules, and regulations to perform such Services.

5.1.4. CONTRACTOR represents that it has or will obtain prior to performance of the Services the full rights under applicable federal, state and local laws, including patent and copyright laws, to provide all the Services covered under this Agreement, including without limitation, the necessary rights to all products of the Services.

5.1.5. CONTRACTOR agrees and affirms that the CITY shall have the sole right to and ownership of all products of the Services provided or produced by CONTRACTOR under this Agreement. Subject to the foregoing, all materials and information provided by or on behalf of the CITY to CONTRACTOR in connection with this Agreement shall be and remain the property of the CITY and shall be returned to the CITY at the completion of the Services, at the expense of the CONTRACTOR.

5.2. Representations and Warranties of CITY.

5.2.1. The CITY has full power and authority to undertake its obligations under this Agreement.

5.2.2. The CITY shall timely provide or cause to be provided to CONTRACTOR all materials or information within its possession or control relating to the Services and required to be provided to CONTRACTOR under this Agreement or reasonably necessary for CONTRACTOR to complete the Services.

5.2.3. The CITY shall timely pay CONTRACTOR for all Services performed and provided in accordance with the terms of this Agreement for which CONTRACTOR has submitted an invoice to the CITY in accordance with Paragraph 2.2.

6. Assignment. Notwithstanding any other provision of this Agreement, CONTRACTOR shall not assign this Agreement, in whole or in part, to any other person or entity, without the prior written consent of the CITY. For the purposes of this Paragraph, "assignment" shall include a change in the beneficial ownership or management of CONTRACTOR.

7. Amendments. Any deviations not approved in writing shall be considered defective.

8. Gratuities and Compensation from Contractor. CONTRACTOR shall not, under any circumstances, offer or agree to offer any gift or gratuity, regardless of value, to any employee or representative of the CITY.

9. Nondiscrimination.

9.1. The 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.

- 9.1.1. This provision binds the CONTRACTOR and Sub-Tier CONTRACTORs from solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
- 9.2. During the performance of the Agreement, the CONTRACTOR, for itself, its assignees, and successors in interest agrees as follows:
- 9.2.1. Compliance with Regulations. The CONTRACTOR shall comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 9.2.2. Nondiscrimination. The CONTRACTOR, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, creed, color, or national origin in the selection and retention of Sub-CONTRACTORs, including procurements of materials and leases of equipment. The CONTRACTOR will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 9.2.3. Solicitations for Sub-CONTRACTORs, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a Sub-CONTRACTOR, including procurements of materials, or leases of equipment, each potential Sub-CONTRACTOR supplier will be notified by CONTRACTOR of CONTRACTOR's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, creed, color, or national origin.
- 9.2.4. Information and Reports. The CONTRACTOR will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CITY or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the CITY or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 9.2.5. Sanctions for Noncompliance. In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this Agreement, the CITY will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
- 9.2.5.1. Withholding payments to the CONTRACTOR under the Agreement until CONTRACTOR complies, and/or

- 9.2.5.2. Cancelling, terminating, or suspending this Agreement, in whole or in part.
- 9.2.6. Incorporation of Provisions. The CONTRACTOR will include the provisions of subparagraphs in Section 9.3. and Section 15 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. CONTRACTOR will take action with respect to any subcontract or procurement as the CITY or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that the CONTRACTOR becomes involved in, or is threatened with, litigation with a Sub-CONTRACTOR, or supplier because of such direction, the CONTRACTOR may request the CITY to enter into such litigation to protect the interests of the CITY. In addition, the CONTRACTOR may request the United States to enter into the litigation to protect the interests of the United States.
- 9.3. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, the CONTRACTOR, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- 9.3.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 9.3.2. 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- 9.3.3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 9.3.4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 9.3.5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- 9.3.6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 9.3.7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by

expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and CONTRACTORS, whether such programs or activities are Federally funded or not);

- 9.3.8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
  - 9.3.9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, creed, color, national origin, and sex);
  - 9.3.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - 9.3.11. Executive Order 13166, Improving Access to Work for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
  - 9.3.12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).
10. Fair Labor Standards Act. This Agreement and all subcontracts incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (“FLSA”), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.
- 10.1. The CONTRACTOR has full responsibility to monitor compliance to the referenced statute or regulation. The CONTRACTOR must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
11. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. CONTRACTOR must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The CONTRACTOR retains full responsibility to monitor its compliance and their



Sub-CONTRACTOR's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). CONTRACTOR must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

12. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless CITY and each officer, employee, or agent thereof, for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including but not limited to, reasonable attorney's fees, court costs and the costs of appellate proceedings) to which any such the CITY may become subject, under any theory of liability whatsoever to the extent that such claims are caused by the negligent acts, recklessness or intentional misconduct of CONTRACTOR, its officers, employees, agents, or any tier of subcontractor in connection with this agreement This Indemnifying clause will survive the termination of this agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnification.
13. Insurance. CONTRACTOR shall maintain, at its own expense, insurance in accordance with the following throughout the term of this Agreement:
  - 13.1. Commercial General Liability Insurance in an amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, including coverage for blanket contractual liability, broad form property damage, personal and bodily injury, and products/completed operations; and
  - 13.2. If any vehicles will be operated at or as part of the Services, Comprehensive automobile liability insurance, including hired and non-owned vehicles, with a combined single limit of not less than \$1,000,000.00, covering bodily injury and property damage.
  - 13.3. Workers' Compensation Insurance. If CONTRACTOR employs anyone who is required by law to be covered by workers' compensation insurance, CONTRACTOR shall maintain Worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONTRACTOR's employees engaged in the performance of work, or services under this Agreement and shall also maintain Employers Insurance of not less than \$500,000.00 for each accident, \$500,000.00 disease for each employee and \$1,000,000.00 disease policy limit.
  - 13.4. All insurance policies required pursuant to this section shall be issued by a solvent insurance company or companies admitted or licensed to write such insurance in Arizona; shall name the CITY as an additional insured; and shall contain a waiver of subrogation in favor of the CITY.
  - 13.5. CONTRACTOR shall be responsible for all deductibles and for any inadequacy or absence of coverage. CONTRACTOR shall bear all costs and losses attributable to such deductibles and to coverage limitations. CONTRACTOR shall have no claim or



recourse against the CITY for any costs or loss attributable to such deductibles or to coverage limitations, exclusions, or unavailability.

- 13.6. At CITY's request, CONTRACTOR shall provide the CITY evidence of all insurance required under this Agreement.

#### 14. Cancellation Pursuant To A.R.S. § 38.511

- 14.1. Pursuant to ARIZ. REV. STAT. § 38.511, the CITY of Kingman may cancel this Agreement, without penalty of further obligations, if any person significantly involved in initiating, negotiating, securing drafting, or creating the Agreement on behalf of the CITY of Kingman, is at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement. The CITY of Kingman further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the CITY of Kingman from any other party to the Agreement, arising as a result of the Agreement.

#### 15. General Provisions.

- 15.1. Independent Contractor. CONTRACTOR shall at all times be regarded as an independent CONTRACTOR and shall at no time act as the employee or agent of the CITY. Nothing contained in this Agreement shall be deemed or construed by the CITY, CONTRACTOR, or any third party as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the CITY and CONTRACTOR.
- 15.2. Headings. The headings contained in this Agreement are provided for convenience of reference only and shall not be construed as defining, limiting, extending, or describing the scope of this Agreement, any section hereof, or the intent of any provision hereof.
- 15.3. Waiver. No delay or omission by either party in exercising any right, power, or remedy under this Agreement or otherwise afforded by contract, at law, in equity, or by statute, shall constitute an acquiescence thereof or impair any other right, power or remedy hereunder or otherwise afforded by contract, at law, in equity or by statute, or operate as a waiver of such right, power or remedy. No waiver by the CITY or CONTRACTOR of any default by CONTRACTOR or CITY, as applicable, under this agreement shall operate as a waiver of any other default or the same default on a future occasion.
- 15.4. Entire Agreement. This Agreement contains the entire agreement between the CITY and CONTRACTOR relating to the subject matter hereof and supersedes all oral statements and prior writings with respect to the subject matter hereof and may be altered,

amended or modified only by a written document executed by the CITY and CONTRACTOR.

- 15.5. Force Majeure. Neither the CITY nor CONTRACTOR shall be deemed in violation of this Agreement if prevented from performing any of their respective obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, riots, rebellion, sabotage or any other similar circumstances of force majeure for which the CITY or CONTRACTOR is not responsible and which are not within the CITY's or CONTRACTOR's control.
- 15.6. Governing Law Jurisdiction. This Agreement and the rights and obligations of the CITY and CONTRACTOR hereunder shall be governed by and construed in accordance with the laws of the State of Arizona in the County of Mohave, without regard to the principles of conflict of law.
- 15.7. Attorneys' Fees. If any action shall be brought on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Agreement, the prevailing party shall be entitled to recover, as part of its costs, its actual and reasonable attorneys' fees.
- 15.8. Israel. CONTRACTOR certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.
- 15.9. Uyghurs. CONTRACTOR certifies that it is not currently engaged in the use of forced labor of the ethnic Uyghurs in the People's Republic of China, nor using any goods or services produced by same as defined in ARIZ. REV. STAT. §35-394.
- 15.10. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the CONTRACTOR and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. §23-214(A). CONTRACTOR or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of the Agreement by the CITY.
- 15.11. Subject to Appropriations. The CITY is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the CITY's then-current fiscal year. The CITY's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the CITY concerning budgeted purposes and appropriation of funds. Should the CITY elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the CITY shall be relieved of any subsequent obligation under this Agreement. The

parties agree that the CITY has no obligation or duty of good faith to budget or appropriate the payment of the CITY's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The CITY shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The CITY shall keep CONTRACTOR informed as to the availability of funds for this Agreement. The obligation of the CITY to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the CITY. CONTRACTOR hereby waives any and all rights to bring any claim against the CITY from or relating in any way to the CITY's termination of this Agreement pursuant to this section.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement on the dates indicated below.

**SIGNATURES APPEAR ON FOLLOWING PAGES**



CONTRACTOR:

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

Its: \_\_\_\_\_

STATE OF ARIZONA     )  
  ) SS  
County of Mohave     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022,  
by \_\_\_\_\_, in his or her capacity as \_\_\_\_\_ of \_\_\_\_\_,  
an \_\_\_\_\_ corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**OFFER SHEET**  
**City of Kingman**  
**Kingman Municipal Airport**  
**RFP IGM22-02**  
**Pricing Workbook**

Offerors or potential Contractors shall provide their HOURLY RATES below. Rates shall not include any taxes, percentage fees, or other costs incurred by the contractor.

<b>Hourly Rates RFP IGM22-02</b>		
<b>Item No.</b>	<b>Description</b>	<b>Hourly Rates</b>
1.	Regular Hourly Rate	\$ _____
2.	Holiday Hourly Rate for the following: New Year’s Day Martin Luther King Day President’s Day Memorial Day Independence Day Labor Day Veteran’s Day Thanksgiving Day Christmas Eve Christmas Day	\$ _____

OFFEROR NAME: \_\_\_\_\_  
 (Offeror must enter full Company Name)