

## **REQUEST FOR PROPOSALS**

### **SOLICITATION INFORMATION AND SELECTION SCHEDULE**

Solicitation Number: **FD 20-044**

Solicitation Title: **AVONDALE FIRE AND MEDICAL WRITTEN AND PRACTICAL EXAM SERVICES**

Release Date: **April 01, 2020**

Advertisement Dates: **April 01, and April 08, 2020– SW Valley Republic  
April 02, 2020 – Arizona Republic**

**NON-MANDATORY**  
Pre-Submittal Tele-Conference: **April 08, 2020. 1:00 p.m.** (local time, Phoenix, Arizona)

**Teleconference Call-in Instructions:** Please see conference Meeting Details at <https://vendorregistry.com/>

Final Date for Inquiries: **April 13, 2020**  
Correspondence must be submitted through Vendor Registry. Website address: <https://vendorregistry.com/>

Proposal Due Date and Time: **April 23, 2020  
5:00 p.m.** (local time, Phoenix, Arizona)

**Vendor Proposals must be submitted through Vendor Registry, only.** Vendors must view or download all attached forms prior to submitting Proposals.

Website address: <https://vendorregistry.com/>

Shortlist Announced for Oral Interviews: **April 30, 2020**

Oral Interviews (if necessary): **May 6, 2020**

Anticipated Agreement Start Date: **May 11, 2020**

RFP Administrator: **Loretta Browning    lbrowning@avondalez.gov  
623-333-2029**

\* **In the event that a Consultant cannot be selected based solely on Proposals submitted, Oral Interviews may be conducted at the City's sole discretion.**

\*\* **The City of Avondale reserves the right to amend the solicitation schedule as necessary.**

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**PART I. RFP PROCESS; AWARD OF AGREEMENT**

1.1 Purpose; Scope of Work. The City of Avondale (the “City”) is issuing this Request For Proposals (this “RFP”) seeking proposals (“Proposals”) from qualified, licensed firms (“Consultants”) interested in providing professional services consisting of development and implementation of a customized examination process for the job classification of Fire Engineer (the “Services”), as more particularly described in the Scope of Work attached to the sample Professional Services Agreement as Exhibit B, and incorporated herein by reference. In accordance with the City’s Procurement Code, the City will accept sealed Proposals for the Services specified in the Scope of Work.

1.2 Preparation/Submission of Proposal. Consultants are invited to participate in the competitive selection process for the Services outlined in this RFP. Responding parties shall review their Proposal submissions to ensure the following requirements are met.

A. Irregular or Non-responsive Proposals. The City may consider as “irregular” or “non-responsive” and reject any Proposal not prepared and submitted in accordance with this RFP, or any Proposal lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions may be cause for rejection. Proposals may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the City Manager or authorized designee, any of the following are true:

- (1) Consultant does not meet the minimum required skill, experience or requirements to perform or provide the Services.
- (2) Consultant has a past record of failing to fully perform or fulfill contractual obligations.
- (3) Consultant cannot demonstrate financial stability.
- (4) Consultant’s Proposal contains false, inaccurate or misleading statements that, in the opinion of the City Manager or authorized designee, are intended to mislead the City in its evaluation of the Proposal.

B. Submittal Quantities. Interested Consultants must submit **one PDF copy** of the Proposal as an attachment to the City’s Vendor Registry website. Failure to adhere to the submittal criteria shall result in the Proposal being determined non-responsive.

C. Required Submittal. The Proposal shall be a maximum of **20** pages to address the Proposal criteria (excluding cover letter, resumes and the Consultant Information Form, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2” x 11”) with criteria information shall be counted. However, one page may be substituted with an 11” x 17” sheet of paper, folded to 8 1/2” x 11”, showing a proposed project schedule or

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organizational chart and only having information on one side. Cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or Proposal criteria responses. Consultants are encouraged to utilize recyclable materials and endeavor to be considerate of the environment in preparation of proposals. The minimum allowable font for the Proposal is **11 pt, Arial or Times New Roman**. Failure to adhere to the page limit, size and font criteria shall result in the Proposal being determined non-responsive. Each Proposal shall be submitted with the documents necessary to meet all of the requirements of this solicitation, including the information required in Part II and the following:

- (1) Cover letter with an **original ink signature** by a person authorized to bind the Consultant. Proposals submitted without a cover letter with an **original ink signature** by a person authorized to bind the Consultant may be determined non-responsive.
- (2) Consultant Information Form, with **original ink signature**.
- (3) References.
- (4) Project Schedule, if required.
- (5) Resumes, Licenses and Certifications (if required).
- (6) Fee Proposal, with an **original ink signature**, and the same number of copies as described in Part I, Subsection 1.2(B) (Submittal Quantities) in a separate, sealed envelope enclosed with the Consultant's Proposal. Pricing shall be inclusive of all of the Services in the Scope of Work as described in the Professional Services Agreement in Exhibit B. A sample Fee Proposal is attached to the Professional Services Agreement as Exhibit C.
- (7) Acknowledgment page, with an **original ink signature**, for any Addendum received.

D. Consultant Responsibilities. All Consultants shall (1) examine the entire RFP, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Proposal and (4) submit the entire Proposal by the Proposal Due Date and Time. Late Proposals will not be accepted. A Consultant submitting a late Proposal shall be so notified. Negligence in preparing a Proposal shall not be good cause for withdrawal after the Proposal Due Date and Time.

E. Online Submittals Only. All Proposals must be submitted electronically at the following website address: <https://vendorregistry.com/> and shall be attached to the corresponding solicitation project and clearly marked with the RFP number and title, **(FD 20-044) AVONDALE FIRE AND MEDICAL WRITTEN AND PRACTICAL EXAM SERVICES**. The City is not responsible for the pre-opening of, post-opening of, or the failure to open, any Proposal documents not properly labeled or identified.

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F. Address. All Proposals shall be submitted electronically at the following website address: <https://vendorregistry.com/>. Proposals must be received by the Proposal Due Date and Time indicated on the cover page of this RFP. Telegraphic (facsimile), electronic (e-mail) or mailgram Proposals will not be considered.

G. Pricing Errors. If price is a consideration and in case of error in the extension of prices in the Proposal, the unit price shall govern. Periods of time, stated as number of days, shall be calendar days.

H. Proposal Irrevocable. In order to allow for an adequate evaluation, the City requires the Proposal to be valid and irrevocable for **120** days after the Proposal Due Date and Time indicated on the cover of this RFP.

I. Amendment/Withdrawal of Proposal. At any time prior to the specified Proposal Due Date and Time, a Consultant (or designated representative) may amend or withdraw its Proposal. Any erasures, interlineations, or other modifications in the Proposal shall be initialed in **original ink** by the authorized person signing the Proposal. Facsimile, electronic (e-mail) or mailgram Proposal amendments or withdrawals will not be considered. No Proposal shall be altered, amended or withdrawn after the specified Proposal Due Date and Time.

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

1.4 Inquiries.

A. Written Inquiries. Any question related to the RFP, including any part of the Scope of Work, shall be directed only to the RFP Administrator whose name appears on the cover page of this RFP. Questions shall be submitted in writing, via e-mail or at website address: <https://vendorregistry.com/> by the date indicated on the cover page of this RFP. Any questions or clarification correspondence related to the RFP shall refer to the title and number, page and paragraph. Any Consultant found to be communicating with any member of City staff about this solicitation shall be prohibited from submitting a proposal, or if a proposal is received, such proposal shall be deemed non-responsive.

B. Inquiries Answered. All inquiries must be directed to the RFP Administrator through Vendor Registry at the website address: <https://vendorregistry.com/>. Verbal or telephone inquiries **will not be answered** and Consultants attempting to do so will be directed to submit written inquiries. The RFP Administrator shall provide a compilation of all questions received in writing with official answers that will be made available on the City's website at <https://www.avondalez.gov/procurement> and website address:

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<https://vendorregistry.com/> The RFP Administrator shall endeavor to post the compilation not later than five days after the inquiry deadline.

C. Pre-Submittal Conference. A Pre-Submittal Conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this RFP. If the Pre-Submittal Conference is designated as mandatory, failure to attend shall render that Consultant's Proposal non-responsive. Consultants are strongly encouraged to attend those Pre-Submittal Conferences designated as non-mandatory. The purpose of this conference will be to clarify the contents of this RFP in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to the City at this conference. The City may issue a written amendment or addendum to this RFP. Oral statements or instructions are provided for informational purposes only and do not become a part of this RFP. Any change to the RFP shall be made in the form of an addendum.

1.5 Addenda. Any addendum issued as a result of any change in this RFP shall become part of the RFP and must be acknowledged in the Proposal submittal. Failure to indicate receipt of the addendum may result in the Proposal being rejected as non-responsive. It shall be the Consultant's responsibility to check for addenda issued to this RFP. Any addendum issued by the City with respect to this RFP will be posted on the City's procurement website at [www.avondalez.gov/procurement](http://www.avondalez.gov/procurement) and website address: <https://vendorregistry.com/>.

1.6 Payment Requirements; Payment Discounts. Any Proposal that requires payment in less than 30 calendar days shall not be considered. Payment discounts of 30 calendar days or less will not be deducted from the Proposal Price in determining the low Proposal. The City shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Price Sheet.

1.7 Federal Excise Tax; Transaction Privilege Tax. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Transaction privilege tax, sales tax, or use tax, if any, shall be included in the unit price for each line item. It shall not be considered a lump sum payment item.

1.8 Public Record. All Proposals shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

1.9 Confidential Information. If a Consultant believes that a Proposal or protest contains information that should be withheld from the public record, a statement advising the RFP Administrator of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Consultant as confidential shall not be disclosed until the City Manager, or authorized designee, makes a written determination. The City Manager, or authorized designee shall review the statement and information with the City Attorney and shall determine in writing whether the information shall be withheld. If the City Attorney determines that it is proper to disclose the information, the RFP Administrator shall inform the Consultant in writing of such determination.

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1.10 Consultant Licensing and Registration. Prior to the award of the Agreement, the successful Consultant shall (A) be registered with the Arizona Corporation Commission and authorized to do business in Arizona and (B) have a completed Consultant Registration Packet on file with the City Finance and Budget Department. The Consultant shall provide licensure information with the Proposal. Corporations and limited liability companies shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

1.11 Certification. By submitting a Proposal, the Consultant certifies:

A. No Collusion. The submission of the Proposal did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. It 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 City employee, officer or agent in connection with the submitted Proposal. It (including the Consultant's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other City staff. All inquiries must be addressed to the City's RFP Administrator. Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Agreement.

D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.

E. No Signature/False or Misleading Statement. The signature on the cover letter of the Proposal and the Consultant Information Form is genuine and the person signing has the authority to bind the Consultant. Failure to sign the cover letter and the Consultant Information Form, or signing either with a false or misleading statement, shall void the submitted Proposal and any resulting Agreement.

F. Professional Services Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Professional Services Agreement including the Scope of Work and other Exhibits.

1.12 Award of Agreement.

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A. Selection. A Selection Committee composed of representatives from the City will conduct the selection process according to the schedule listed on the cover page of this RFP. Proposals shall be opened at the time and place designated on the cover page of this RFP. The name of each Consultant and the identity of the RFP for which the Proposal was submitted shall be publicly read and recorded in the presence of witnesses. PRICES SHALL NOT BE READ. The Selection Committee shall award the agreement to the responsible and responsive Consultant whose Proposal is determined, in writing, to be the most advantageous to the City and best meets the overall needs of the City taking into consideration the evaluation criteria set forth in this RFP. The amount of applicable transaction privilege or use tax of the City shall not be a factor in determining the most advantageous Proposal. After the City has entered into an Agreement with the successful Consultant, the successful Proposal and the scoring documentation shall be open for public inspection.

B. Line Item Option. Unless the Proposal states otherwise, or unless otherwise provided within this RFP, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

C. Multiple Award. The City, at its sole discretion, may elect to enter into Agreements with multiple Consultants who are qualified to provide the Services. The final terms and conditions of the proposed Agreement will be negotiated by the City with the successful offerors.

D. Form of Agreement. The selected Consultant will be required to execute the City's standard Professional Services Agreement in a form acceptable to the City Attorney. A sample of the standard agreement is included with this RFP. If the City is unsuccessful in negotiating an Agreement with the highest-scoring Consultant, the City may then negotiate with the second, then third, highest-scoring Consultant until an Agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time.

E. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFP, the City expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Proposals or portions thereof and (3) cancel or reissue an RFP.

F. Protests. Any Consultant may protest this RFP, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the City Procurement Code.

1.13 Offer. A Proposal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFP and the Consultant's responsive Proposal, unless any of the terms, conditions, or specifications are modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Consultant has signed, and the City has approved, a Professional Services Agreement between the City and the Consultant in the form acceptable to the City Attorney. A sample Professional Services Agreement is included herein.



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**PART II. PROPOSAL FORMAT; SCORING**

2.1 Evaluation Process. Each submittal will be reviewed for compliance with the Proposal requirements by the Selection Committee. If necessary, the Selection Committee may conduct oral interviews with up to three of the highest ranked Consultants based upon the Proposal submittal scoring.

2.2 Proposal Format and Scoring. Proposals shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements shall result in a determination that the Proposal is non-responsive. Additionally, the Selection Committee will evaluate and award points to each Proposal based upon the evaluation criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria; there is no minimum number that the Selection Committee must award.

A. General Information - 10 pts.

(1) One-page cover letter as described in Part I, Subsection 1.2(C) (Required Submittal).

(2) Provide Consultant identification information. Explain the Consultant's legal organization including the legal name, address, identification number and legal form of the Consultant (e.g., partnership, corporation, joint venture, limited liability company, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If a limited liability company, provide the name of the member or members authorized to act on the company's behalf. If the Consultant is a wholly-owned subsidiary of another company, identify the parent company. If the corporation is a nonprofit corporation, provide nonprofit documentation. Provide the name, address and telephone number of the person to contact concerning the Proposal.

(3) Identify the location of the Consultant's principal office and the local work office, if different. Include any documentation that supports the Consultant's authority to provide services in Arizona.

(4) Provide a general description of the Consultant's organization, including years in business.

(5) Identify any contract or subcontract held by the Consultant or officers of the Consultant that have been terminated within the last five years. Briefly describe the circumstances and the outcome.

(6) Identify any claims arising from a contract which resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome.

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(7) Consultant Information Form, with an **original ink signature** (may be attached as separate appendix).

**B. Experience and Qualifications of the Consultant - 20 pts.**

(1) Provide a detailed description of the Consultant's experience in providing similar services to municipalities or other entities of a similar size to the City, specifically relating experience with respect to development and administration of a customized examination process for the Fire Engineer classification.

(2) Consultant must demonstrate successful completion of at least three similar projects within the past 60 months. For the purpose of this Solicitation, "successful completion" means completion of a project within the established schedule and budget and "similar projects" resemble this project in size, nature and scope. Provide a list of at least three organizations for which you successfully completed a similar project. This list shall include, at a minimum, the following information:

- (a) Name of company or organization.
- (b) Contact name.
- (c) Contact address, telephone number and e-mail address.
- (d) Type of services provided.
- (e) Dates of contract initiation and expiration.

*These references will be checked*, and it is Consultant's responsibility to ensure that all information is accurate and current. Consultant authorizes the RFP Administrator to verify all information from these references and releases all those concerned from any liability in connection with the information they provide. Inability of the City to verify references may result in the Proposal being considered non-responsive.

(3) The RFP Administrator may conduct any investigation deemed necessary to determine the Consultant's ability to perform the project. Consultants may be requested to submit additional documentation within 72 hours (or as specified) to assist the City in its evaluation.

**C. Key Positions - 20 pts.**

(1) Identify each key personnel member that will render services to the City including title and relevant experience required, including the proposed City Representative and project staff.

(2) Indicate the roles and responsibilities of each key position. Include senior members of the Consultant only from the perspective of what their roles will be in providing services to the City.

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(3) If a subcontractor will be used for work of a certain type, include information on this subcontractor. A detailed plan for providing supervision must be included.

(4) Attach a résumé and evidence of certification, if any, for each key personnel member and/or subcontractor to be involved in this project. Résumés should be attached together as a single appendix at the end of the Proposal and will not count toward the Proposal page limit. However, each resume shall not exceed two pages in length.

**D. Project Approach - 20 pts.**

(1) Describe the Consultant's approach to performing the required Services in the Scope of Work described in the Professional Services Agreement in Exhibit B, and its approach to contract management, including its perspective and experience on partnering, customer service, quality control, scheduling and staff.

(2) Describe the Consultant's approach to the completion of each process, as it pertains to receiving and responding to all appeals in conformance with any Civil Service Rules and the standard operating guidelines for the Avondale Fire Department.

(3) Describe the process for providing written feedback or information to the candidates and how soon after the test date is this information made available.

(4) Describe additional written documentation of statistical analysis of the examination results provided to City which may include, but not limited to demographic data on participants taking the exam, item analysis by race and/or gender groups where feasible, item bias where feasible, adverse impact statistics, test reliability and an analysis of participant scores on the examination.

(5) Describe any alternate approach that would best suit the needs of the City. Include rationale for any alternate approach and indicate how the Consultant will ensure that all efforts are coordinated with the City's representatives.

**E. Project Schedule - 20 pts.**

Provide a project schedule showing key project milestones and deliverables. The schedule shall demonstrate Consultant's ability to meet the designated milestones as listed below. The City would like a significant portion of the services to be complete by June 30, 2020 and requests that all services be complete prior to September 2020. In your response to this RFP, please indicate how you would be able to meet these proposed milestones and provide your proposed completion timeline for each exam type listed in Attachment A. City will rely on the expertise of the selected consultant to establish realistic timelines for each of these processes and discuss the feasibility or lack of feasibility with

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the preferred timeline. Assumptions used in developing the schedule shall be identified and at a minimum the proposed schedule shall include the following dates:

1. Job Analysis & Development of Reading Source List for Examination Announcement
2. Written Test Development \_\_\_\_ days from Notice to proceed
3. Written Test Administration
4. Assessment Center Development
5. Assessment Center Administration 30 days from Notice to proceed
6. Candidate Feedback Completed \_\_\_\_ days after exam date
7. Appeals Process Completed \_\_\_\_ days after exam date

F. Pricing - 10 pts.

Consultant shall submit the same number of copies of the Fee Proposal as described in Part I, Subsection 1.2(C)(6) in a separate, sealed envelope enclosed with the Consultant's Proposal with the signature of the representative of the Consultant who is authorized to make such an offer. The Fee Proposal must be provided in the format attached as Exhibit C of the Professional Services Agreement. The Fee Proposal shall list the individual cost for each of the program expenses and shall be provided in a spreadsheet format to enable the City staff to determine (1) total labor hours, (2) key team member(s) proposed for each task and sub-task and (3) number of management and support personnel hours proposed for the project. The hourly rate, name of the team member and staff classification shall be included in the spreadsheet. Identify all other costs to be billed to the project, including project expenses (no mark-up on expenses will be allowed) and subcontractor fees.

**Total Possible Points for Proposal: 100**

**PART III. ORAL INTERVIEWS; SCORING**

In the event that a Consultant cannot be selected based solely on the Proposals submitted, up to three Consultants may be selected for oral interviews. The selected Consultants will be invited to participate in discussions with the Selection Committee on the date indicated on the cover page of this RFP and awarded points based upon the criteria as outlined below. Consultants may be given additional information for these oral interviews.

**Oral Interview**

20	Experience and Qualifications of the Consultant
40	Key Positions
<u>40</u>	Project Approach
<b>100</b>	<b>Total Possible Points for Oral Interview</b>

**Total Points Possible for this RFP: 200**

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PART IV. CONSULTANT INFORMATION FORM

By submitting a Proposal, the submitting Consultant certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

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\_\_\_\_\_  
CONSULTANT SUBMITTING PROPOSAL

\_\_\_\_\_  
FEDERAL TAX ID NUMBER

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
FAX #

\_\_\_\_\_  
CITY            STATE            ZIP

\_\_\_\_\_  
DATE

WEB SITE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

ARIZONA CORPORATION COMMISSION FILE NO. \_\_\_\_\_

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SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

- \_\_\_\_\_ Small Business Enterprise (SBE)
- \_\_\_\_\_ Minority Business Enterprise (MBE)
- \_\_\_\_\_ Disadvantaged Business Enterprise (DBE)
- \_\_\_\_\_ Women-Owned Business Enterprise (WBE)

Has the Consultant been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

If yes, please provide details and documentation of the certification.

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**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND**

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THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of \_\_\_\_\_, 2019, between the City of Avondale, an Arizona municipal corporation (the "City") and \_\_\_\_\_, a(n) \_\_\_\_\_ (the "Consultant").

RECITALS

A. The City issued a Request for Proposals, **FD-20-044 "AVONDALE FIRE AND MEDICAL WRITTEN AND PRACTICAL EXAM SERVICES"** (the "RFP"), a copy of which is on file in the City's Finance Office and incorporated herein by reference, seeking proposals from Consultants for \_\_\_\_\_ (the "Services").

B. The Consultant responded to the RFP by submitting a proposal (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Consultant hereby agree as follows:

1. Term of Agreement.

1.1 Initial Term. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until \_\_\_\_\_, 2021 (the "Initial Term"), unless terminated as otherwise provided in this Agreement.

1.2 Renewal Terms. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of this Agreement, the Consultant requests, in writing, to extend this Agreement for an additional one-year term and (iii) the City approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Consultant's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Consultant, elect to waive this requirement and renew this

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Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By requesting extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, Consultant shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all Consultant claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit B and incorporated herein by reference.

3. Compensation. The City shall pay Consultant an amount not to exceed \$\_\_\_\_\_.00 for the Services at the rates set forth in the Fee Proposal attached hereto as Exhibit C and incorporated herein by reference.

4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Safety Plan. Consultant shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Consultant's sole determination, the Services to be provided do not require a safety plan, Consultant shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

7. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire City residents to fill vacant positions at all levels. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

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8. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

9. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Consultant.

10. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

11. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance 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 indemnity in this Section.

12. Insurance.

12.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this



**SECTION B**

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Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth above and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be

**SECTION B**

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responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Consultant's insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its

**SECTION B**

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agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

K. Endorsements. Consultant shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Section.

12.2 Required Insurance Coverage.

A. Commercial General Liability. Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant’s owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

**SECTION B**

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C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers' Compensation Insurance. If Consultant employs anyone who is required by law to be covered by workers' compensation insurance, Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

12.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the City.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

**SECTION B**

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13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

13.6 Agreement Subject to Appropriation. 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 Consultant 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. Consultant 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.

14. Miscellaneous.

14.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not

**SECTION B**

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the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above and Exhibit B. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

14.3 Laws and Regulations. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards.

14.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

14.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will 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, this Agreement will promptly be physically amended to make such insertion or correction.

14.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Consultant without prior, written permission of the City, signed by the

**SECTION B**

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City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior, written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Consultant.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Consultant any amounts Consultant owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Consultant any amounts Consultant owes to the City for delinquent fees, transaction privilege use taxes and property taxes, including any interest or penalties.

14.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:                      City of Avondale

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11465 West Civic Center Drive  
Avondale, Arizona 85323  
Attn: Charles A. Montoya, City Manager

With copies to: City of Avondale  
11465 West Civic Center Drive  
Avondale, Arizona 85323  
Attn: Loretta Browning, Senior Buyer

City of Avondale  
11465 West Civic Center Drive  
Avondale, Arizona 85323  
Attn: Michael Wawro, City Attorney

If to Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party’s counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant’s duties under this Agreement. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

14.16 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 14.17 below, Consultant’s and its subcontractor’s books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors’ employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as “Records”), shall be open to inspection and subject to



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audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant 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). Consultant's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.18 Israel. For Contracts in excess of One Hundred Thousand (\$100,000) Dollars, 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.

14.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any City-approved Purchase Order, the Fee Proposal, the RFP and the Consultant's Proposal, the documents shall govern in the order listed herein. If the Agreement is renewed pursuant to Subsection 1.2 above and such renewal includes any conflicting terms, other than price, those terms will be null and void.

14.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

14.21 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Consultant. Consultant may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the

**SECTION B**

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terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Consultant. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURES ON FOLLOWING PAGES]

**SECTION B**

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

**“City”**

CITY OF AVONDALE,  
an Arizona municipal corporation

\_\_\_\_\_  
Charles A. Montoya, City Manager

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

ATTEST:

\_\_\_\_\_  
Marcella Carrillo, City Clerk

**“Consultant”**

\_\_\_\_\_,  
a(n) \_\_\_\_\_

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

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

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

EXHIBIT A  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND

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[Consultant's Proposal]

See following pages.

EXHIBIT B  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND

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[Scope of Work]

See following page(s).

## SCOPE OF WORK

### **FD 20-044**

#### **AVONDALE FIRE AND MEDICAL WRITTEN AND PRACTICAL EXAM SERVICES**

1. Introduction. The City of Avondale “City” is seeking the services of a qualified Consultant to develop and administer a customized examination process for the classification of the Fire Engineer, position within the City of Avondale Fire and Medical Department. The consultant will be expected to work closely with the City and will be expected to immediately familiarize itself with the operations and policies of the Avondale Fire Medical Department. The City desires to enter into an agreement with a Consultant/Consulting firm with experience developing testing processes for public safety entities.

During the term of the contract it is anticipated the successful Proposer shall administer one or more examinations for the classification of Fire Engineer. Approximately (40) forty or fewer candidates are expected to participate, for each examination process during the initial year of the Agreement period. The job description is included as an attachment to Exhibit B. of this RFP.

#### 2. Technical Specifications and Minimum Requirements.

A. Each exam process will include a written test and a practical exam exercise. Candidates will participate in both components and will not be eliminated based on performance on a single component of the assessment process.

B. The following elements shall become deliverables for this work:

1) Develop a multiple-choice format, technical knowledge oriented written examination for the rank of Fire Engineer, based on job relevant source material provided by the Department for the position(s) identified in the Request for Proposal.

2) For each of the written exams, meet with the City prior to administering the test to review the proposed questions and revise questions as needed, and make recommendations regarding scoring and weighting.

3) Compile the written test and deliver the required number of test booklets. Along with the written test, deliver answer sheets and an answer key that identifies, for each question, the correct answer to the question, a reference citation, and the page number of the citation.

4) Develop schedules, inspect facilities, orient candidates and develop and deliver one full day of on-site training orientation. Consultant or qualified Consultant’s representative shall provide an on-site orientation program for each examination, for each classification to ensure that all candidates receive uniform information for the applicable examination within 40 days, but not less than 5 days prior to the administration of the exam.

5) Score the written tests and provide the results to City within four (4) business days of the test date.

6) Ensure proper administration and objective, accurate final results of the assessment process by facilitating consensus and monitoring assessor scoring.

7) Develop and finalize a rank order list of candidates by standardizing, weighting, and combining test scores for the components of the promotional process.

8) Include City staff in all phases of the process for training purposes and for development of professional skills.

C. Testing Procedure Objectives. The testing procedure for each classification over the life of the Agreement shall:

- 1) Be based on a corresponding job analysis for the targeted position.
- 2) Be directly job-related.
- 3) Be reasonably perceived as fair and objective by the candidates.
- 4) Be standardized to ensure comparability of scores across candidates.
- 5) Be developed with input from staff from Avondale Fire and Medical Department.

3. City Responsibilities.

- A. City will recruit the candidates.
- B. City will establish the need for an exam process.
- C. City will provide a location for administration of the exam.
- D. City staff approved by the City may be used as proctors for the examination process.
- E. City will determine the bibliography for the exam to be given.
- F. City will publish the bibliography for the candidates.
- G. City will provide the exam Consultant with a copy of the bibliography at least (2) two months prior to the exam date.
- H. Where portions of the bibliography are publications of the City of Phoenix Fire Department, the City will provide the exam Consultant with written and/or electronic copies of such publications.
- I. City will determine the number of items from each portion of the bibliography.

4. Consultant Requirements.

- A. Consultant will produce the exam based upon the bibliography and the number of items desired by the City from each piece of the bibliography.
- B. Consultant will produce an answer key and item reference sheet.
- C. Consultant will deliver the completed exam, answer sheet and reference sheet to the City 30 days prior to the exam date for review as requested by the City.
- D. Delivery of all exam items will be in person or by certified mail at the Consultant's cost. E-mail, scanned, and faxed items are not acceptable.
- E. Consultant will, once finalized, reproduce the necessary number of exam copies.

- F. Consultant will provide answer sheets for the candidates.
- G. Consultant will provide writing instruments for the candidates.
- H. Consultant will provide proctors for the exam.
- I. Consultant of the exam shall be available in person on exam day to aid in solving any issues that may arise from the exam.
- J. Consultant shall collect all exam materials from the candidates.
- K. Consultant shall properly dispose of all exam booklets except those being used for archival purposes or exam review/appeal purposes.
- L. Consultant shall grade all the exams.

5. Written Exam Format Requirements. The exam must meet the following requirements and specifications.

- A. Must contain 100 items in size.
- B. Written in a multiple-choice format with four answer choices.
- C. Contain the desired number of items from each piece of the bibliography.
- D. Be written in a “verbatim” style. Meaning, when the correct answer is placed in the blank the item will then match the bibliography material word for word. (additional information may be added to the item to ensure content clarity as needed)
- E. Exam items will be electronic in nature and must be editable. The desired format is *Microsoft Word*.
- F. City reserves the right to review the exam once received. The Consultant will make changes, corrections and adjustments to the exam as determined by the City.
- G. City reserves the right to move items around within the exam in order to produce more than one version of the exam should logistics dictate.
- H. City may, at their discretion, add cover pages, exam instructions, and other information to the exam booklet.
- I. City shall, at their discretion, provide the candidates an opportunity to review the exam and make written appeals to any item on the exam.

6. Practical Exam.

A. Practical Exam Study Guide Requirement. The Consultant shall provide the City with a study guide for the candidates. This Guide should be available at least two months prior to the exam date. The Guide should directly reflect the scoring benchmarks to be used by the Consultant.

B. Study Guide Content. The Guide shall cover the following areas:

- 1) Pre-trip inspection of the apparatus
- 2) DOT air-brake test
- 3) Over the road driving evaluation



- 4) Pumping operations
- 5) Pump operations trouble shooting
- 6) Aerial platform operations
- 7) Utility truck (air and lights) operation
- 8) The Guide shall be step-by-step instruction on the proper operation and functions for each area.
- 9) The Guide shall incorporate and reflect not only NFPA standards but the City's standard operating procedures and any specifics on the operation of the City's apparatus.
- 10) The Guide shall be considered a part of the bibliography.

7. Scheduling Testing Dates.

- A. City will schedule the candidates and inform them as when and where the candidate will be tested.
- B. City shall determine proper dress and necessary safety equipment and inform the candidates.
- C. City will provide a location or locations for the performance of the exam.
- D. City will provide all apparatus and equipment necessary to perform the exam.
- E. Consultant will provide an evaluator for the exam. The evaluator must be someone deem an expert in Fire Department apparatus operations. City may require documentation as to their qualifications. Consultant will produce an evaluation packet for each candidate that directly reflects the Study Guide.
  - 1) The practical exam process requires 2 – 2 ½ hours to properly evaluate each candidate.
  - 2) Consultant will evaluate and score each candidate for all sections of the practical exam.
- F. Consultant shall provide the City with the candidate's scores.
- G. City shall, at their discretion, provide the candidates an opportunity to review the exam and make written appeals to any item on the exam.
- H. Consultant shall be available via phone or in person to assist the City in determining the validity of any appeals received in writing from the candidates by the City.
- I. Should it be necessary after the appeals, the Consultant shall make any adjustments to the final answer key and regrade the exams.
- J. Consultant shall produce a summary in writing of the written and practical exams. There shall be a general summary for all candidates, as a group, covering the written exam. There shall be individual summaries for each candidate covering their performance on the practical exam. Summaries should spotlight areas for improvement and provide the City with areas for additional education and training.

K. City shall notify the candidates as to the results of the exam.

L. Consultant shall maintain the results, hard copies and other materials pertaining to individual results for a term of not less than two years.

8. Test Development Requirements.

A. City Representative, will work directly with the Consultant on an as-needed basis throughout the term of the Agreement to perform the scope of services and administer the examination(s). Consultant and members of the Consultant's firm or agency shall be present, and complete with materials needed during the duration of the test administration process for each exam, for each exercise and for each classification.

B. Consultant will be in possession of all materials needed for administration of each exercise for each examination and for each classification.

C. Consultant's firm or agency, under the direct supervision of the Consultant, shall score each examination.

D. Consultant shall ensure that all scoring calculations and results are error free and completed within fourteen (14) days after the last exam administration for each classification. Data entry and scoring is to be completed by at least two (2) different individuals working independently with results matched for agreement. Any and all discrepancies must be resolved quickly in a fair and unbiased manner.

E. Consultant shall recommend a cutoff score within twenty-one (21) days after the administration of the exam for each customized examination process, for each classification and provide written rationale for each recommendation given including the establishment of the cutoff score. All cutoff scores recommended by the Consultant must be based on the results of an appropriate validation study conducted according to professional standards. The City reserves the right to review and approve the recommended cutoff point for each examination process.

F. City reserves the right to require that the Consultant contact, screen, select, secure, obtain, train and ensure the presence of an additional assessor and/or role player and/or rater for each exercise for each exam for each classification to serve as an alternate should a primary assessor and/or role player and/or rater be unable to carry out their duties as an assessor and/or a role player and/or a rater, respectively.

G. Consultant will develop, photocopy, collate, and otherwise prepare and administer assessors/role players/raters training materials and administer training for assessors/role players/raters. City reserves the right to have representation present from the City at any and all processes that involve assessors.

H. Consultant or qualified individual from the Consultant's firm or agency shall provide three (8 hours) days of post-test consultation inclusive in proposed fees, as well as maintaining fixed and firm fees throughout the initial term of the Agreement for the Specifications/Scope of Work cited herein, including any additional work as necessary. Consultant shall, as part of the Agreement, agree to appear on the City's behalf as an expert witness in the event of any litigation arising from any of the examination processes for each classification. The Consultant agrees to appear for a total time of three (3) days up to eight (8) hours per day without any additional financial costs to the City.

I. Consultant shall propose a fixed and firm lock rate for all exams within the time period of the Agreement.

J. Consultant shall furnish all equipment, materials, supervision or supplies necessary for completion of all the services specified in this RFP. Failure to possess the necessary materials and equipment in order to satisfactorily perform the services may result in the default/termination of Agreement and/or postponement of test. Consequently, Consultant must develop, validate, administer, etc. a new examination with all applicable exercises at no cost to the City within an expedient time frame. Should a re-administration occur as a result of default herein, the Consultant agrees to waive any and all fees related to fee charges beyond the three days of service for expert testimony and/or litigation arising as a result of the re-examination for each classification.

9. Test Results.

A. Consultant shall be available via phone or in person to assist the City in determining the validity of any appeals received in writing from the candidates by the City.

B. Should it be necessary after the appeals, the Consultant shall make any adjustments to the final answer key and regrade the exams.

C. City shall notify the candidates as to the results of the exam.

D. Consultant shall maintain the results, hard copies and other materials pertaining to individual results for a term of not less than two (2) years.

E. Consultant shall maintain an electronic copy of the exam, reference sheet and answer key for not less than two (2) years.

**EXHIBIT B**  
**Attachment 1**  
**TO**  
**SCOPE OF WORK**  
**(Fire Engineer Job Description)**

**City of Avondale Fire and Medical Department**  
**Fire Engineer**

**JOB DESCRIPTION:**

Operates and maintains a variety of fire apparatus and firefighting equipment and performs fire suppression, fire prevention and emergency medical services as part of a fire company during an assigned shift.

**ESSENTIAL DUTIES:**

Protects life and property through emergency incident response by performing firefighting and rescue incident scene activities. Transports emergency medical care and patients. Drives and operates fire apparatus under emergency and non-emergency conditions.

Provides emergency medical technician level assistance at injury and accident scene involving basic life support and paramedic support functions.

Performs general administrative functions. Completes special projects or tasks such as mapping, facility construction, and support service activities. Completes patient encounter forms and hospital related reporting, performs incident response data entry and various maintenance logs and request forms.

Inspects vehicles, equipment and apparatus for function and appearance; performs maintenance and minor repairs. Identifies the need for major repairs; maintains records of maintenance and repairs.

Performs community services by presenting community education and/or school-based education programs. Provides emergency standby and public relation services at city special events.

Provides an unlimited variety of non-emergency services including vehicle lockouts and smoke detector checks and conducting commercial fire safety inspections.

Serves as shift supervisor in the absence of the Fire Captain.

**MINIMUM QUALIFICATIONS:**

High School diploma or equivalency /Work requires knowledge of a specific vocational, administrative, or technical nature which may be obtained with six months/one year of advanced study or training past the high school equivalency. Junior college, vocational, business, technical or correspondence schools are likely sources. Appropriate certification may be awarded upon satisfactory completion of advanced study or training.

Three (3) years of experience as a firefighter.

Valid Arizona Operator's Driver's License, Firefighter I/II, Arizona State Certified Emergency Medical Technician or Paramedic, Hazardous Materials Operational Level, and Basic Wildland Firefighting.

**SUPPLEMENTAL INFORMATION:**

Work requires the ability to read journals, reports, policies and procedures, operational guidelines, manuals, maps, codes and standards.

Work requires the ability to perform general math calculations such as addition, subtraction, multiplication, division, and algebra.

Work requires the ability to write patient encounter forms, reports, correspondence.

Planning responsibilities include the organization of daily activities.

Work requires the occasional direction of helpers, assistants, seasonal employees, interns, volunteers or temporary employees.

Work requires analysis and judgment in accomplishing diversified duties. Work requires the exercise of independent thinking within the limits of policies, standards, and precedents.

The incumbents in this position contact others within the organization. These contacts may involve similar work units or departments within the City such as Police and Field Operations which may be involved in decision making or providing approval or decision making authority for purchases or projects. In addition, these incumbents work with individuals outside the City who may belong to professional or peer organizations. Working with various state and federal agencies may also be required of the employee. Vendors and suppliers may also be called upon for information on purchases, supplies or products. Meetings and discussions may be conducted with customers, brokers and sales representatives. Employee must maintain regular attendance.

Ability to work in a constant state of alertness and safe manner.

EXHIBIT C  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND

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[Fee Proposal]

See following page(s).

**FD 20-044**  
**AVONDALE FIRE AND MEDICAL WRITTEN AND PRACTICAL EXAM SERVICES**

**FEE PROPOSAL**

Consultant shall propose a fixed and firm lock rate for all exams within the time period of the Agreement.

<b>Item</b>	<b>Description</b>	<b>Amount</b>
1.	Engineer Practical Exams @ Per Person.	\$
2.	Flat Rate for Producing the Written Exam	\$
3.	Providing Proctors, Grading Exams	\$
4.	Review the Written Exam and Make EDITS to the Exam;	\$
5.	Regrading of Exams.	\$
6.	Additional Services (Must be specified.)	\$

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

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