



REQUEST FOR PROPOSAL
RFP-24-0024
MUNICIPAL COURT CASE MANAGEMENT SYSTEM
REPLACEMENT

City of Phoenix
Finance Central Procurement
251 W. Washington
8th Floor
Phoenix, AZ
85003

RELEASE DATE: September 5, 2023
DEADLINE FOR QUESTIONS: September 22, 2023
RESPONSE DEADLINE: October 20, 2023, 2:00 pm

City of Phoenix
REQUEST FOR PROPOSAL
RFP-24-0024
Municipal Court Case Management System Replacement

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Attachments and Exhibits:

A - RFP 24-0024: Exhibit A - Functional Requirements - Case Management System Replacement Project (*attached as a separate document*)

B - RFP 24-0024: Exhibit B - Technical (Non-Functional) Requirements - Case Management System Replacement Project (*attached as a separate document*)

C - RFP 24-0024: Attachment C - Key Personnel Resumes - Case Management System Replacement Project

D - RFP 24-0024: Exhibit D - Service Level Agreements - Case Management System Replacement Project

E - RFP 24-0024: Exhibit E – Court Interface Inventory – Case Management System Replacement Project (*attached as a separate document*)

F - RFP 24-0024: Attachment F - Cost Workbook - Case Management System Replacement Project (*attached as a separate document*)

G - RFP 24-0024: Attachment G - Minimum Qualifications Questionnaire – Case Management System Replacement Project

H - RFP 24-0024: Attachment H - Reference Questionnaire - Case Management System Replacement Project (*attached as a separate document*)

I - Submittals - Costs and Payments rev 2-2023

J - Submittals - Conflict of Interest and Transparency rev 2-2023

K - Submittals - Debarment & Exclusion rev 2-2023

L - RFP 24-0024: Attachment L - Security and Privacy Maturity Questionnaire – Case Management System Replacement Project (*attached as a separate document*)

M - Submittals - Offer Page rev 3-2023

1. INTRODUCTION

1.1. Summary

The City of Phoenix (City) provides this Request for Proposal (RFP) on behalf of the City of Phoenix Municipal Court (PMC, the Court). PMC seeks to improve court operations and services by replacing its current Case Management System (CMS) by selecting and implementing a modern case management system (CMS Replacement). As such, PMC invites submissions of proposals (Offers) for CMS Replacement software and implementation services. For the purposes of this request for proposal (RFP), PMC intends to contract with a commercially viable Offeror that can provide a CMS Replacement, successfully implement and provide continuous training plus support to enable PMC to achieve its overarching mission, **“With pride and integrity, we provide equal access to justice, professional and impartial treatment, and the fair and timely resolution of all court matters”**.

1.2. Background

PMC is Arizona’s largest limited jurisdiction court and is among the top ten busiest municipal courts in the United States. PMC tries and adjudicates criminal and civil traffic violations and non-traffic, criminal misdemeanor cases. The current CMS is an application that relies on JAM/JPL, as well as AIX shell scripts, SSH, MQ, Perl Scripts, and various technologies to connect with internal and external interfaces, and other key systems that interact and comprise a functioning CMS application. Replacement of the current system and the implementation of a modern CMS is needed to ensure continued Court functionality and support of approximately 290 users across the 5 operating divisions.

1.3. Contact Information

Javier Navarro

Finance Procurement Manager

251 W. Washington

8th Floor

Phoenix, AZ 85003

Email: javier.navarro@phoenix.gov

Phone: [\(602\) 495-0699](tel:(602)495-0699)

Department:

Finance Central Procurement

1.4. Timeline

Schedule of Events

The City reserves the right to change dates, times, and locations, as necessary. The City does not always hold a Pre-Offer Conference or Site Visit.

To request a reasonable accommodation or alternative format for any public meeting, please contact the Procurement Officer (Javier Navarro) at (602) 495-0699/Voice or 711/TTY, or javier.navarro@phoenix.gov, no later than two (2) weeks prior to the meeting.

Solicitation Issue Date	September 5, 2023
Pre-Offer Conference (Non-Mandatory)	September 13, 2023, 10:00am (Mountain Standard Time) More ways to join: Join from the meeting link https://cityofphoenix.webex.com/cityofphoenix/RFP24-0024 Join by meeting number Meeting number (access code): 2634 188 3713 Meeting password: 5wrURSMKa55 Tap to join from a mobile device (attendees only) +1-415-655-0001,,26341883713## US Toll Join by phone +1-415-655-0001 US Toll Global call-in numbers Join from a video system or application Dial 26341883713@cityofphoenix.webex.com You can also dial 173.243.2.68 and enter your meeting number. If you are a host, click here to view host information. Need help? Go to https://help.webex.com
Written Inquiries Due Date	September 22, 2023, 2:00pm (Mountain Standard Time)
Offer Due Date	October 20, 2023, 2:00pm (Mountain Standard Time) EMAIL SUBMITTAL Procurement@phoenix.gov NOTE: Only an electronic copy is required (no paper copies).

2. INSTRUCTIONS

2.1. Description – Statement of Need

The City invites sealed offers for the PMC Case Management System Replacement for a five-year contract, with five (5) one-year renewal options commencing on or about April 29, 2024, in accordance with the specifications and provisions contained herein. The Contract is conditioned upon award by the Phoenix City Council (Council), and signature and recording by the City Clerk's department, as required by the Phoenix City Code.

This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY [800-367-8939](tel:800-367-8939) for assistance.

Notwithstanding the foregoing, any contract resulting from this solicitation will terminate upon the earliest occurrence: by reaching the end of the contract term including any options exercised, or termination pursuant to the contract provisions.

2.2. City's Vendor Self-Registration and Notification

Vendors must be registered in the City's procurePHX Self-Registration System at <https://www.phoenix.gov/procure> to respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from an Offeror who has not registered.

2.3. Preparation of Offer

All forms provided in the Submittals Section must be completed and submitted with the Offer. The signed and completed Conflict of Interest and Transparency form must be included or your Offer may be deemed non-responsive.

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

All time periods stated as a number of days will be calendar days, unless otherwise specified.

It is the responsibility of all Offerors to examine the entire solicitation, seek clarification of any requirement that may not be clear to the Offerors, and check all responses for accuracy before submitting offers. Negligence in preparing an offer confers no right of withdrawal after the due date and time. Offerors are strongly encouraged to:

- A. Consider applicable laws and/or economic conditions that may affect the products or services' cost, progress, performance, or furnishing.
- B. Study the solicitation and any other related data, and carefully correlate Offeror's knowledge, experience, and observations with the solicitation.
- C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.

- D. The Offeror is responsible for all costs incurred in responding to this solicitation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.
- E. Offerors are reminded that the specifications, requirements, and evaluation criteria specifically stated and listed in this solicitation are the minimum levels required and that offers submitted must be for products or services that meet or exceed these minimum levels. Offers offering less than these minimum specifications, requirements, and evaluation criteria are not responsive and should not be submitted.

All offers shall be firm and fixed for a period of **290** calendar days from the solicitation opening date.

2.4. Obtaining a Copy of the Solicitation and Addenda

Interested Offerors may download the complete solicitation and addenda from <https://solicitations.phoenix.gov/>. Any interested Offerors without internet access may obtain this solicitation by calling the Procurement Officer or picking up a copy during regular business hours at the City of Phoenix, Finance Department, Central Procurement Division, 251 W Washington Street, 8th Floor, Phoenix, AZ. It is the Offeror's responsibility to check the website, read the entire solicitation, and verify all required information is submitted with their Offer.

2.5. Exceptions

Offeror must not take any exceptions to any terms, conditions or material requirements of this solicitation. Offers submitted with exceptions may be deemed non-responsive and disqualified from further consideration in the City's sole discretion. Offerors must conform to all the requirements specified in the solicitation. The City encourages Offerors to send inquiries to the Procurement Officer rather than including exceptions in their Offer.

2.6. Inquiries

All questions that arise relating to this solicitation should be directed via email to the Procurement Officer and must be received by the due date indicated in the Schedule of Events. The City will not consider questions received after the deadline.

No informal contact initiated by Offerors on the proposed service will be allowed with members of City's staff from date of distribution of this solicitation until after city council awards the contract. All questions concerning or issues related to this solicitation must be presented in writing.

The Procurement Officer will answer written inquiries in an addendum and publish any addendums on the Procurement Website.

2.7. Addenda

The City will not be responsible for any oral instructions made by any of its employees or officers regarding this solicitation. Any changes to the instructions will be in the form of addenda. The Offeror must acknowledge receipt of any/all addenda by signing and returning same with the Offer submittal.

2.8. Business in Arizona

The City will not enter into contracts with Offerors (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission, unless the Offeror asserts a statutory exception prior to entering into a contract with the City.

2.9. Licenses

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

2.10. Certifications

By signature in the Offer section of the Offer and Acceptance page(s), Offeror certifies:

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

2.11. Submission of Offer

Offers must be in possession of the City's Finance Central Procurement Department ("Department") on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. The prevailing clock will be the Department's clock.

The Offer must be submitted electronically via email to procurement@phoenix.gov. The solicitation number and title "RFP-24-0024 Municipal Court Case Management System Replacement" must be included on the subject line of the email submitting the Offer. The following information should be noted in the email:

- A. Offeror's Name
- B. Offeror's Address (as shown on the Certification Page)
- C. Solicitation Number
- D. Solicitation Title
- E. Offer Opening Date

- F. Due to file size limitations for electronic transmission (for sending or receiving), Offers sent by email may need to be sent in parts with multiple emails. It is the responsibility of the Offeror to ensure that the Offer (including all parts if sent in multiple emails) is timely and to confirm that there are no technical reasons that any offer submitted electronically may be delayed. The date and time on the email(s) as received/stamped by the City's inbox will provide proof of submission and verification whether the Offer was received on or prior to the exact time and date indicated in the Schedule of Events.
- G. Any original documents (such as bonds, guaranties, powers of attorney), if required by this solicitation, must be separately delivered to and received by the City on or prior to the exact time and date indicated in the Schedule of Events, with a clear indication of the Offer for which attributed.

2.12. Withdrawal of Offer

At any time prior to the offer due date and time, an Offeror (or designated representative) may withdraw the Offer by submitting a request in writing and signed by a duly authorized representative. If Offeror withdraws the Offer electronically by email to the Procurement Officer, the request to withdraw must be in the form of a letter attached to the email that includes either an image of the duly authorized representative's signature or an electronic signature from a verifiable source, such as Adobe Sign, DocuSign or a similar verifiable software program.

2.13. Offer Results

Offers will be opened electronically, on the offer due date, at the time indicated in the Schedule of Events. The name of each Offeror will be recorded and made available to the public by way of a preliminary offer tabulation. Offers and other information received in response to the solicitation will be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Offers are not available for public inspection until after the City has posted the award recommendation on the City's website.

The City will post the preliminary offer tabulation on the City's website, <https://solicitations.phoenix.gov/Awards> within five (5) business days from the offer opening date. The City will post the preliminary offer tabulation with the Offeror's name based on the information provided in the Offer. The City makes no guarantee as to the accuracy of any information on the preliminary offer tabulation.

Once the City has evaluated the offers, the City will post an award recommendation on the website. By signing and submitting their Offer, each Offeror agrees that this posting of the award recommendation to the City's website effectively serves as the Offeror's receipt of that notice of award recommendation. The City has no obligation to provide any further notification to unsuccessful Offerors.

2.14. Evaluation Criteria

In accordance with City Administrative Regulation 3.10, Competitive Sealed Proposal awards shall be made to the responsive and responsible Offeror(s) whose Offer is determined in writing to be the most advantageous to the City based upon the evaluation criteria listed below. The evaluation factors are listed in no relative order of importance and more details are provided in

Section, 3, Scope of Work and Section,4, Evaluation Process. The following evaluation criteria will be used to evaluate all Offers with a maximum possible score of 1000 points:

- Company Overview – 80 Points
- Key Personnel – 40 Points
- Capabilities – 240 Points
- Offeror Services – 360 Points
- Cost – 80 Points
- Demonstrations – 200 Points

2.15. Pre-Award Qualifications

- A. The Offeror must meet the following minimum qualifications (*Note: Subcontractor experience may not be used by Offeror to meet minimum qualifications.*)
1. Offeror must have a minimum of five (5) years of experience in the development and implementation of a CMS Solution.
 2. Offeror must have completed a minimum of two implementations of a large-scale CMS project that included data conversion, system integration, and interfaces. For the purpose of this solicitation, a large-scale case management system is defined as similar in scope, size and complexity or larger of the Court's legacy CMS.
 3. Within the past five (5) years, Offeror must have implemented in production, at least two (2) CMS solutions in a court that includes limited jurisdiction matters or cases within the United States that provide functional and technical capabilities as described in **Table 1 – CMS Replacement Functional and Technical Categories**.
- B. As part of the proposal submission process, Offerors shall be required to complete and submit one of the following:
- **Attachment L – Security and Privacy Maturity Questionnaire**, or
 - a Service and Organization Controls (SOC) 2; or
 - Statement on Standards for Attestation Engagements No. 18 (SSAE 18)
- The City will assess the Offeror's risk profile based on these submitted documents aiming to determine if the Offeror's IT security practices align with the required security standards and present an acceptable level of risk. The risk assessment results will be a significant factor in determining the Offeror's pre-award qualification status. Offerors who do not receive a favorable risk assessment may be disqualified from further consideration in the procurement process.
- C. Upon notification of an intent to award, the Offeror will have ten calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this RFP. Insurance requirements are non-negotiable.

2.16. Award of Contract

Unless otherwise indicated, the award will be made to the most responsive, responsible Offeror that is regularly established in the service, or providing the goods, contained in this solicitation and that has demonstrated the ability to perform in an acceptable manner.

- A. Factors that may be considered by the City include:
 - 1. Technical capability of the Offeror to accomplish the scope of work required in this solicitation. This may include performance history on past and current government contracts;
 - 2. Demonstrated availability of the necessary personnel resources (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in this solicitation;
 - 3. Safety record; and
 - 4. History of complaints made against the Offeror and any termination of a contract for convenience or cause where the Offeror was a party to the contract.
- B. Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; (2) reject any or all offers or portions thereof; or (3) reissue a solicitation.
- C. Because this RFP is for a Case Management System replacement for the Phoenix Municipal Court, any award made is subject to the process prescribed in the Arizona Code of Judicial Administration ("CJA"), Section 1-501, titled Court Automation Standards. The CJA implements the Arizona Supreme Court's constitutional, administrative and supervisory authority over all Arizona courts. See, AZ Const. Article 6, Section 3. This authority is accomplished, in part, through the Arizona Judicial Council ("AJC"), a policy-making body. See, AZ St. CJA, Section 1-104.

The AJC, in reviewing, approving, or disapproving court technology projects relies upon the Commission on Technology ("COT"), a standing committee of the AJC. See, AZ St. CJA, Section 1-109. COT studies and recommends improvements in technology and automation used by courts statewide. Additionally, COT has an active role in the automation standards applicable to the Arizona courts as prescribed by AZ St. CJA, Section 1-501.

As a result of the interplay between the AJC and COT in implementing the Arizona Supreme Court's constitutional authority over all Arizona courts, for this RFP seeking to replace the Phoenix Municipal Court Case Management System Replacement, COT has a role. COT's role is to recommend whether the Phoenix Municipal Court should be granted an exception to implement its Court Case Management System Replacement, as opposed to migrating to a state sponsored Case Management System. See, AZ St. CJA, Section 1-501(C). Further, COT's recommendation is subject to final consideration by the Chief Justice of the Arizona Supreme Court. See AZ St. CJA, Section 1-

501(E)(3). COT's review and recommendation will take place after an award on this RFP has been made.

Therefore, for this RFP, any Offeror submitting a response understands and agrees that any contract award made is subject to post-award, COT review, recommendation, and Arizona Supreme Court consideration. This process, as required by the Arizona Code of Judicial Administration, presents a possibility that the Phoenix Municipal Court would not be given an exception to implement its desired Case Management System Replacement, and instead would have to use a state sponsored Case Management System. If this were to occur, the result would be that although a contract award had been made, the Phoenix Municipal Court, and by extension the City of Phoenix, would not be signing the Acceptance consummating the award into a contract.

- D. A response to this solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in this solicitation, including any addenda, or amendments. Offers do not become contracts until they are executed by the Chief Procurement Officer or Department Director. A contract has its inception in the award, eliminating the formal signing of a separate contract. For that reason, all the terms, conditions, and specifications of the procurement contract are contained in the solicitation, and in any addendum or contract amendment.

2.17. Solicitation Transparency Policy

Commencing on the date and time a solicitation is published, potential or actual Offerors (including their representatives) shall only discuss (as defined below) matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated Procurement Officer) at a public meeting, posted under Arizona Statutes, until the resulting contract is awarded or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation.

As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff. Offerors may not discuss the solicitation with any City employees or evaluation panel members.

Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

With respect to the selection of the successful Offeror, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.

This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. OFFERORS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED. After official Notice is received by the City for disqualification, the Offeror may follow the Protest process, unless the solicitation is cancelled without notice of intent to re-issue.

“To discuss” means any contact by the Offeror, regardless of whether the City responds to the contact. Offerors that violate this policy will be disqualified until the resulting contract (if any) is awarded, or all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City’s intent to reissue the same or a similar solicitation. The City interprets the policy as continuing until Council award of the contract (if any), or through a cancellation of a solicitation, as long as the City cancels with a statement that the City will rebid the solicitation.

2.18. Protest Process

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

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

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

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

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

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

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

2.19. Public Record

All Offers submitted in response to this solicitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law, to include Rule 123, Access to the Judicial Records of the State of Arizona. If an Offeror believes that a specific section of its Offer is confidential, the Offeror will mark the pages as "confidential" and isolate the pages in a specific and clearly labeled section of its Offer. An Offeror may request specific information contained within its Offer to be treated by the Procurement Officer as confidential provided the Offeror clearly labels the information "confidential." To the extent necessary for the evaluation process, information marked as "confidential" will not be treated as confidential.

If an Offeror submits confidential information, trade secrets, or proprietary information, a redacted version of their proposal must also be provided. This redacted version should be included as a separate document named "RFP Offeror Submittal of Confidential Documents." Additionally, an explanation justifying the confidential nature of the information should accompany this submission.

Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Offeror as "confidential" available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify the Offeror in writing of any request to view any portion of its Offer marked "confidential." The Offeror will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Offeror does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

2.20. Late Offers

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

2.21. Right to Disqualify

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

of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Offeror.

2.22. Contract Award

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

2.23. Determining Responsiveness, Financial Stability and Responsibility

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

Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers (as the case may be) will render an Offer nonresponsive. The criteria for responsiveness include the requirement for the Offeror to provide responses to the qualification requirements specified in **Attachment G – Minimum Qualification Questionnaire**.

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

Financial Stability: The Offeror must be financially stable and able to substantiate the financial stability of the company. When requested, current audited financial statements or other financial information deemed appropriate documenting past sales history must be provided within five (5) business days of request. The City reserves the right to request additional documentation from the Offeror and to request reports on financial stability from independent financial rating services. The City reserves the right to reject any Offeror who does not demonstrate financial stability sufficient for the scope of this contract award.

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

The determination of Responsibility will consider responses to **Attachment G – Minimum Qualification Questionnaire** in accordance with, the Minimum Qualifications established under Pre-Award Qualifications Section, which include the following criteria:

- Whether the Offeror has had a contract within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract.
- Whether the Offeror's performance history reveals factual evidence of failing to meet the terms of agreements with any contracting party. Factual evidence may comprise

documented vendor performance reports, customer complaints, and/or negative references.

- Whether the Offeror is "legally qualified" to enter into a contract with the City, taking into account the Offeror's financial, business, personnel, and other resources, including subcontractors.
 - The term "legally qualified" encompasses whether the vendor or key personnel have undergone debarment, suspension, or any other lawful prohibition from participating in any public procurement activity.

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

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

2.24. Tiebreaker Processes for Tied Evaluation Scores

The City will use its discretion in applying the following tiebreaker processes to this solicitation. Any ties for the highest evaluation score will be resolved with a best and final price request, and updated pricing submitted by Offerors will be utilized to rescore the proposals. The highest score following rescoring will prevail.

If the score is still tied after rescoring, the names of the Offerors will be placed in a cup for a blind drawing. If time permits, Offerors involved will be given an opportunity to attend the drawing. The drawing will be witnessed by at least three persons, and the contract file will contain the names and addresses of the witnesses.

2.25. Detailed Evaluation of Offers and Determination of Competitive Range

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

2.26. Offers Not Within the Competitive Range

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

2.27. Discussions with Offerors in the Competitive Range

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

Demonstrations - Offerors in the competitive range will be invited to construct a hands-on sample or presentation of their solution at the City of Phoenix. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. Demonstrations will be evaluated in accordance with Section, 4, Evaluation Process. The City will also require a hands-on lab demonstration designed specifically for the evaluation panel.

If an Offer in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any contract or solicitation scope requirement, the City may discuss or negotiate the conditions, exceptions, reservations or understandings with Offeror. But, the City in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the City may instruct any Offeror to remove the conditions, exceptions, reservations or understandings from the Offeror's Offer. If the Offeror fails to do so, the City may determine the Offer is nonresponsive, and the City may revoke its determination that the Offer is in the Competitive Range.

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

2.28. Best and Final Offers (BAFO)

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

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

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

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

3. SCOPE OF WORK

3.1. OVERVIEW AND PURPOSE

- A. City of Phoenix Municipal Court (PMC, or Court) is Arizona's largest limited jurisdiction court and is among the top ten busiest municipal courts in the United States. PMC tries criminal and civil traffic violations, as well as non-traffic criminal misdemeanor cases. The current Case Management System (CMS) is a custom-developed, 24-year-old solution that has reached its end of life due to various dependencies on legacy technologies. Replacement of the current system and the implementation of a modern CMS is needed to ensure continued Court functionality and support of approximately 290 users across the 5 operating divisions, as well as to support the court's ability to continue to evolve services to customers in a manner that keeps pace with the ever-evolving technical landscape.
- B. The primary purpose of the scope of work is to replace the 24-year-old legacy system currently used by PMC. Key objectives and success criteria of PMC for the CMS Replacement Project (Project) are defined below.
- C. The Project will meet the following objectives:
 - 1. Implement modern case management functionality and efficient workflows through an intuitive user interface and dashboards with ease of navigation, data entry, and task management;
 - 2. Provide digital workbench of tasks and tools for judges and judicial staff to use in the courtroom;
 - 3. Maintain the management and assessment of financials (e.g., for fines, fees, bail, restitution, etc.);
 - 4. Assign and manage cases, track case progress, receive notifications and alerts, and utilize information for decision-making;
 - 5. Provide mobile and online access for court staff, individuals, and PMC justice partners;
 - 6. Minimize manual and paper-based processes and transactions;
 - 7. Prioritize ease of configuration;
 - 8. Provide flexibility to grow with the Court as users learn, develop competencies, and demand more from the system;
 - 9. Enable data-driven, evidence-based decision-making across stakeholder groups by implementing best practices with respect to data, analytics, and reporting;
 - 10. Provide seamless integration with existing and third-party applications;
 - 11. Improve citizen experience through electronic access;

12. Ensure the CMS is able to evolve as the demands and needs of the Court evolve, and;
13. Empower the court staff to make decisions at pace with the speed and scale of their role and mission.

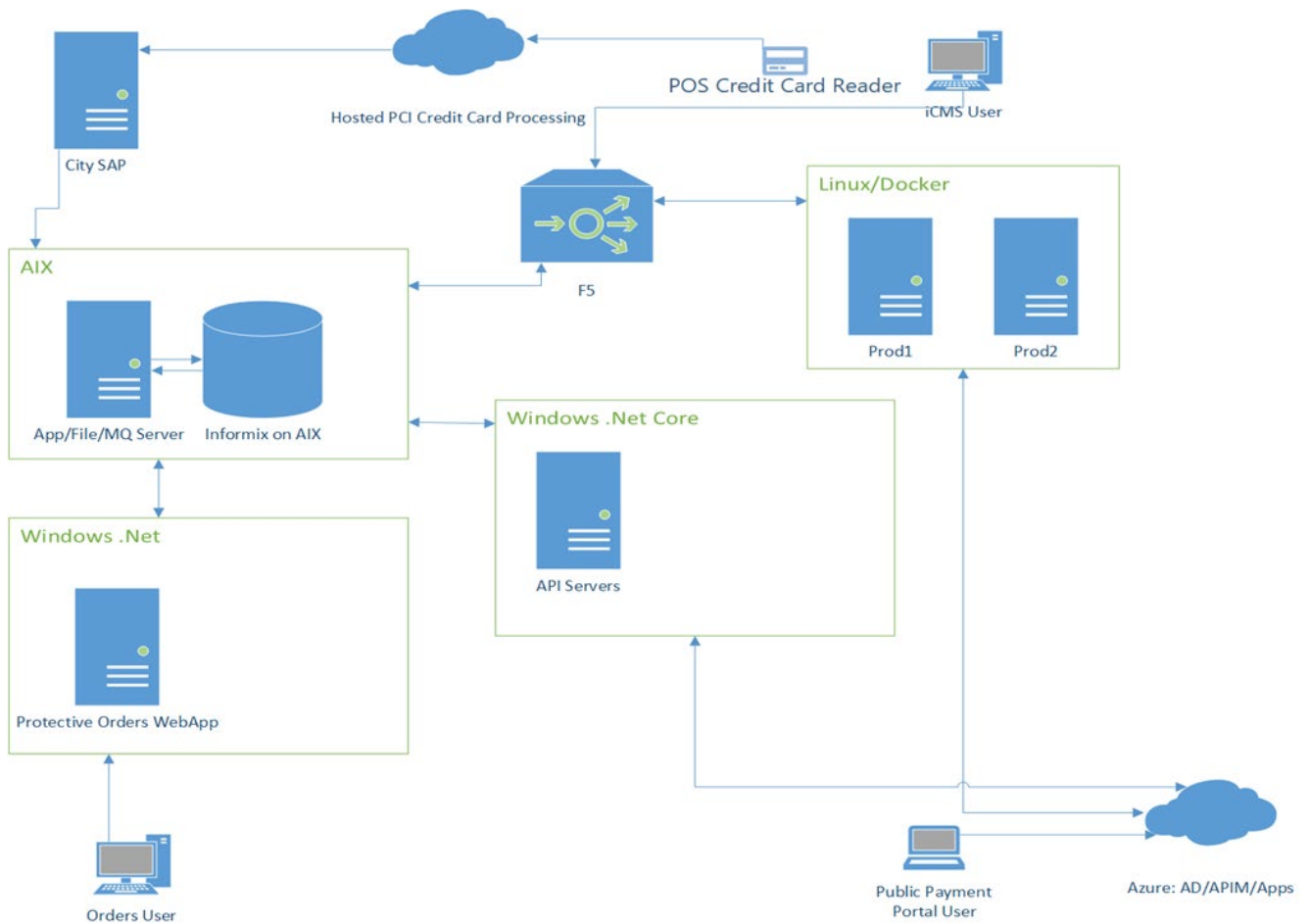
D. Current State Business Landscape

1. The Business Capability Model (BCM) shown in Figure 2 below illustrates a high-level functional overview of core and supporting capabilities the current CMS provides for PMC.
2. The BCM captures the current state of major functional capabilities which cover the essential components of case management at PMC. These major capabilities include:
 - a. Out-of-courtroom activities
 - b. Courtroom-related activities
 - c. Monitoring and reporting
 - d. Managing financials
 - e. Additional system capabilities
3. In many capability areas, outdated tools and technology are a roadblock to PMC's ability to remain innovative and progressive in the areas of technology, customer service, case management, fiscal responsibility, and judicial and staff accountability. Manual processes limit tracking and staging workflow functionality and create opportunities for processing errors and backlogs. Information spread across multiple systems impedes making timely and accurate data driven decisions. Paper forms and related processes detract staff from spending time on higher-value activities. It is expected that CMS Replacement will improve these current challenges and support the relevant capabilities defined in the BCM.
4. **Figure 2 - Business Capability Model**

							Capability Not Needed for PMC	Capability Needed for PMC	Capability Not Found in Typical Courts Solutions
Out of Courtroom Activities									
Exchange Information with Justice Partners and Electronic Filers	Electronic Filing of Documents	Case Initiation	Maintain Case Records	Maintain Data on Parties and Participants	Search and Retrieve Information	Expunctions and Redactions			
Provide Public Access	Process Servicing	Triage Cases and Manage Case Flows	Create Forms	Receive and Process Proposed Orders	Maintain Case Records – Appeals	Maintain Non-Case Related Matters			
Courtroom Related Activities				Monitoring and Reporting		Manage Financials			
Schedule Hearings and Resources	Prepare and Access Cases for Court Proceedings	Conduct Pre-Trial Activities and Arraignments	Manage Evidence (Exhibits)	Monitor and Track Task Performance	Provide Operational and Summary Reporting	Manage Fines and Fees			
Stamps, Stamping and eSignatures	Prepare Record of Court Proceedings	Issue Orders/Judgments	Manage Court Reporter Transcripts and Recordings	Manage Workflow Queues and Dashboards	Regulatory	Perform Accounting			
Provide Interpretation and Special Accommodations	Provide Professional Evaluation and Treatment Services	Monitor Compliance with Conditions of Order/Sentence	Manage Community Service Plan Performance	Monitor and Report Court Performance	Provide Ad Hoc Reports and Visualizations	Manage Revenue			
Additional System Capabilities									
Auditing	Integration	Maintain Security Access to Court Records	Manageability	Document Management	Disaster Recovery and Business Continuity	Bilingualism			

E. Current State Technical Landscape

1. PMC operates as seen in Figure 3 – Current State Architectural Diagram. This current state architectural diagram lists the current CMS system, external interfaces, internal interfaces, and key systems. Details of these key systems are explained in the Overview of Current State Key Systems section and a detailed description of current interfaces is described in **Exhibit E - Interface Inventory**.
2. Current State Architectural Diagrams(s)
 - a. **Figure 3 - Current State Architectural Diagram**



3. Overview of Current State Key Systems

- a. CMS is a custom, in-house developed application that began on Informix on AIX and used Prolifics JAM to provide the user interface as a terminal application. The database schema was custom built as part of the application design. In an effort to modernize the application, Prolifics Panther was used to create a web interface to the JAM screens. This solution was containerized in Docker and hosted on Red Hat Enterprise Linux machines that are fronted by an F5 load balancer. A web forms application solution was also created to host the protective orders module. This front end is using the same Informix backend as the legacy and the web version. The existing business logic was mostly untouched over the past 20+ years and still relies on JAM/JPL as well as AIX shell scripts, SSH, MQ, Perl Scripts, and various technologies to stitch everything together. The Docker system leverages a DevOps Pipeline to build and release the system and consists of a dozen containers that work together with SSH on the legacy AIX system in order to leverage the existing business logic of the shared and background processes written in JPL. All cashiering and point-of-sale operations are built into the existing CMS application.

4. Existing Interfaces

- a. PMC business operations currently leverage multiple data interfaces that support batch and real-time interactions with a variety of justice partners. PMC expects CMS Replacement to support the data exchanges provided by our existing data interfaces at launch but is open to suggestions for improvements in how data is exchanged between the court and external systems. See **Exhibit E - Interface Inventory** for an overview of the existing interfaces in place.

F. Future State Solution

1. CMS Replacement will be central to the court technology ecosystem and the solution must meet the specific and unique large-volume court needs of PMC. For the scope of this Project, CMS Replacement is expected to provide functional and technical capabilities that include:
2. **Table 1 - CMS Replacement Functional and Technical Categories**

Functional Categories	Technical Categories
• eFiling • Initiate case • Schedule case • Maintain case records • Search and retrieve information • Create forms • Provide public access • Record of court proceedings • Provide special accommodations • Issue orders and judgments • Manage evidence • Stamping and eSignatures • Manage fees, fines, and accounting • Business integration • Monitoring and reporting • Business rules and workflows • Notifications	• Data management and reporting • General architecture • Identity and access management • Infrastructure • Integration • Release and configuration management • Security and auditing • Service levels and support

3. The functional categories are further defined in **Exhibit A - Functional Requirements** and technical categories are in **Exhibit B - Technical (Non-Functional) Requirements**.

3.2. BACKGROUND

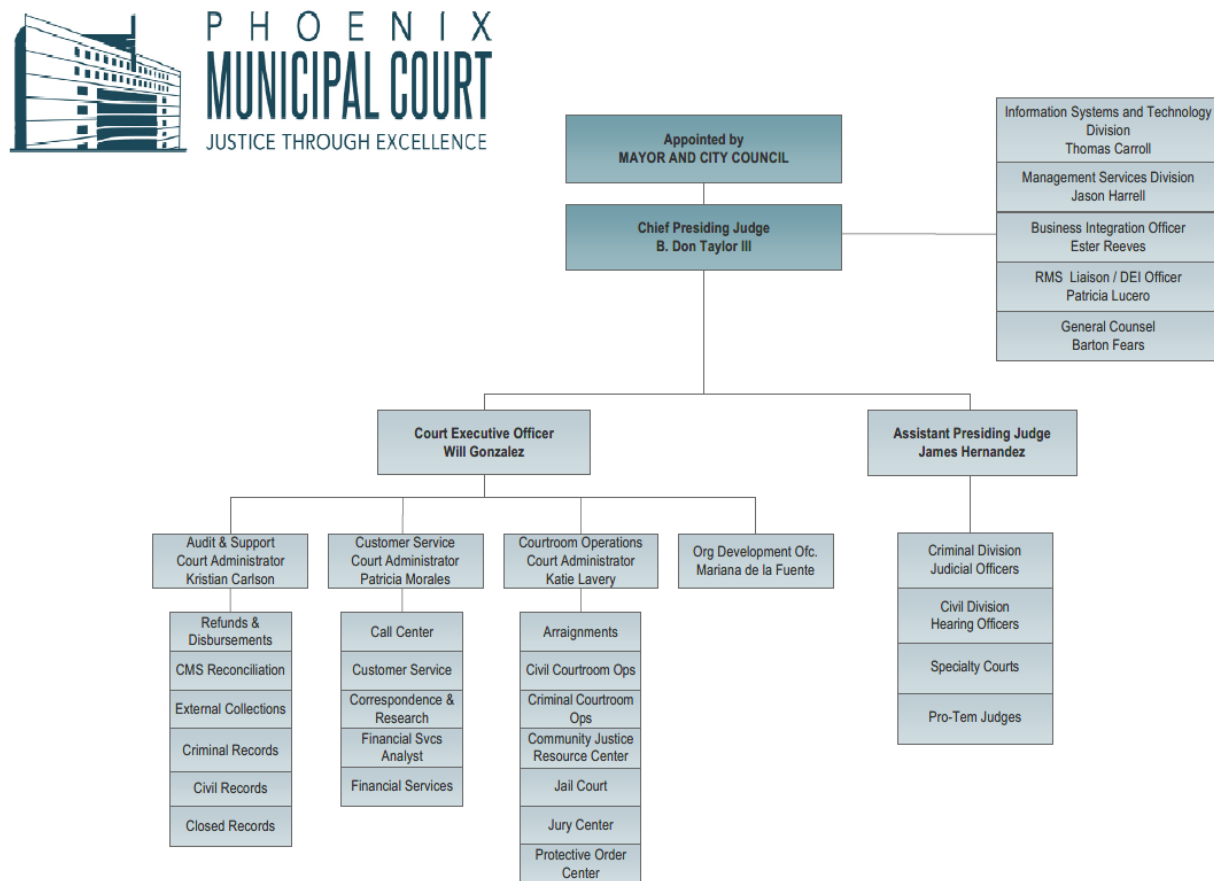
PMC is Arizona's largest limited jurisdiction court and is among the top ten busiest municipal courts in the United States. The municipal court tries criminal and civil traffic violations, as well

as non-traffic criminal misdemeanor cases and city ordinance violations. Some of the case types the Court hears are:

- Driving under influence (Alcohol/Drugs)
- Assault
- Shoplifting
- Prostitution
- Indecent exposure
- Trespassing
- Reckless driving
- Leaving the scene of an accident
- Drag racing
- Child restraint violations
- Vehicle insurance and registration violations
- Moving violations (speeding, running a stop sign, traffic signal, etc.)
- Unpaid parking tickets
- Order of protection and injunctions against harassment

PMC is staffed by approximately 270 employees, including 20 full-time judges, 3 full-time hearing officers and 21 pro tempore judges (as needed). PMC is a high-volume limited jurisdiction court which processes approximately 160,000 charges annually. Approximately 2.6 million charges will need to be migrated to a CMS Replacement solution. For more on PMC, visit <https://www.phoenix.gov/court>.

Figure 1 – Phoenix Municipal Court System Organization Chart



About PMC Operating Division

PMC operates across multiple divisions which include Audit & Support, Courtroom Operations, Customer Service, Judicial, and Management Services and Information Systems and Technology. The following section details the roles and responsibilities within each division.

Audit & Support Division

Closed Records

The Closed Records section is responsible for archiving all concluded civil and criminal complaints, expired Orders of Protection, Injunctions Against Harassment, environmental complaints, and vicious animal charges into the Court's current electronic document management system, OnBase. Staff ensures accurate court records are maintained by following quality assurance practices. This section also manages appeals, cases remanded from the Superior Court, admitted evidence, expungements, sealed records, and For The Record (FTR) digital audio court recordings. Further, Closed Records prepares public copy requests, processes payments, and purges evidence.

Criminal Records

The Criminal Records section maintains all Criminal court records including warrant files. This section assists customers at the customer counter, prepares files for courtrooms, oversees bond processing, accepts, and files court documents and pleadings, pulls closed cases for archiving to OnBase, and prepares courtroom dockets. This section also conducts a revalidation process which ensures quality assurance of courtroom updates, case file documentation, and the current case management system. Criminal Records processes all petition(s) to revoke requests requiring the maintenance of a probation database, delivery of copies to the Phoenix Prosecutor's Office (PPO), receipt of signed petition from PPO, update of the current court management system, statistical tracking, and ongoing maintenance of the case file.

Civil Records

The Civil Records section is responsible for all charging documents filed into the Court, excluding charging documents tied to an arrest. The Court receives charging documents in different formats from thirteen different charging agencies which

Lower Buckeye Road. This section operates multiple court sessions seven days each week, to provide a venue for in-custody initial appearances, arraignments, and bond reviews. Jail court staff set future court dates, create payment contracts, and coordinate release conditions with MCSO.

Criminal Arraignments

The Criminal Arraignments section provides operational and courtroom support to three courtrooms and multiple judicial officers. Bailiffs in this section provide courtroom management for initial appearance and arraignments, video appearances, order to show cause hearings, miscellaneous and walk-in hearings, and warrant

and ensure they complete any court ordered treatment. The goal of the Veterans Court is to restore veterans to being successful, contributing members of the community. The Veterans Court focuses on ensuring that veterans entering the criminal justice system contact specific programs to address the root causes of their offending behavior. The Regional Homeless Court is designed to resolve outstanding minor misdemeanor, victimless offenses, and warrants for homeless individuals who demonstrate commitment to end their homelessness. Regional Homeless Court combines case management, treatment, and services in rigorous supervised rehabilitation programs.

Jury Assembly Center

current status of existing judicial orders. Staff process bail payments for active warrants and conduct research on more complex cases.

Customer Service

The Customer Service section provides a wide array of services to the Court's internal and external customers. Staff members open and distribute all the mail directed to the Court, assign defendants making arraignment appearances to the appropriate courtroom, and process all in-person and mail payments. In addition, they process electronic funds payment credit from MCSO or other jurisdictions payment receipts for defendants that were released from custody after

section also handles audits of fixed assets and building keys, processes invoices for services and goods, provides receptionist coverage for Court Administration on the ninth floor, processes/coordinates all facility requests, delivers internal/external Court mail, and updates the Court's intranet and public webpage. In addition, this section coordinates and provides tours for school groups, members of the public, dignitaries, or other departments. The section is also responsible for coordinating and facilitating special events, including the Chief Presiding Judge Awards and judicial investitures. This section provides advanced administrative support to Divisions for special procurements and submitting items for City Council approval. Finally, this section is responsible for overseeing and developing the Court's operating budgets including program budget review. This includes monitoring the Court's operating expenditure estimates on a line-item

Information Systems & Technology Operations

The IST Operations section is responsible for mission critical platforms and services that include, but is not limited to VMware, F5 BIG-IP, NetMotion, Informix, Check Point, Windows Active Directory, OnBase EDMS, Microsoft SQL, and enterprise networked storage, as well as end user support and incident triage.

Application Systems and Development Section (ASDS)

The ASDS section is the development team that is comprised of application developers and cloud architects. The team supports a portfolio of mission systems, including the court existing Case Management System, which was entirely developed in-house as a custom solution. In addition to change and development requests in

a. Organizational Scope

- i. Project stakeholders span the Divisions of Audit & Support, Courtroom Operations, Customer Service, Judicial, Management Services, and Information Systems and Technology
- ii. Core stakeholders from each operational area will represent the primary business processes with the help of supporting stakeholders.

b. Location Scope

- iv. PMC has the following specialty courtrooms:
 - I. Behavioral Health Court
 - II. Veterans Court
 - III. Regional Homeless Court
- v. Business process and workflow engine that efficiently manages cases from initiation through disposition for the listed case types, and routes work for required staff to review, process, and approve, ensuring all procedures and quality checks are performed and verifiable through audit logs are necessary functions
- vi. Business intelligence and analytics are requested functionalities
- vii. Form generation is a requested function
- viii. See section **Exhibit A - Functional Requirements.** for the complete

- i. Strategic plan to manage implementation and transition to a paperless environment which includes considering court cases in process at the time of implementation, new cases that start after implementation, and phasing out over time of paper files. It is the court's desire to begin operations on the new solution with a paperless workflow.
- 3. Staffing Requirements and Qualifications
 - a. Provide a project team that is knowledgeable, experienced, and has the skills necessary to ensure the success of all phases outlined herein.
 - b. Overall staffing levels must be sufficient to meet or exceed quality and timeline expectations, and key project personnel must have subject matter expertise in case management systems and prior implementation experience on projects similar in scope.
 - c. The Contractor will be expected to participate in day-to-day activities remotely unless otherwise requested by the City.
 - i. Offshore Work Performance: Any services that are described in the specifications or scope of work that directly serve the City of Phoenix or its customers and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
 - d. Have experience completing similar size projects that demonstrate their expertise, and experience.
 - e. The ability to deliver upon the minimum deliverable requirements specified for each phase in this scope of work in efforts to design, implement and support a new CMS Replacement.
 - f. Assume full responsibility for the successful implementation of the new CMS Replacement, ensuring it is completed on time and within budget, especially when choosing to engage subcontractors during the project.
 - g. Be responsible for coordinating and managing all project resources that are external to the City.
 - h. Provide a dedicated Project Manager (PM), with experience in similar projects, who will serve as a single point of contact and will leverage the industry's best project management tools and methodologies in order to ensure product quality and timeliness for the duration of the project.

- i. It is preferred that the PM has a project management certification, such as Project Management Professional or equivalent.
 - i. Accommodate working in the Arizona time zone and be available from 8am – 5pm AZ time. Additional availability may be necessary as agreed upon by the City and the Contractor.
 - i. Any CMS Replacement Project-related meetings and time commitments shall occur during PMC's working hours (M-F, 8am-5pm AZ time) unless there are special circumstances for meetings or other project-related time commitments to occur off hours. Offeror's working hours must expand outside of normal working hours as required during periods of implementation, go-lives, and heightened post-implementation support periods.
 - ii. Work shall be primarily conducted remotely, however, at the beginning of the project and for certain CMS Replacement Project milestones (e.g., kickoff, go-live, business discovery workshops, etc.) in-person work may be required as deemed necessary by the project. In-person work will be conducted at the Phoenix Municipal Courthouse located at 300 W Washington Street, Phoenix, AZ 85003.
4. Contractor Responsibilities
- a. The Contractor is expected to own each of the deliverables and activities within each phase of the effort, with input from City stakeholders. This includes project management and ownership of status meetings and status reports to ensure the on-time delivery and quality of deliverables.
 - b. The Contractor will work with the Court's project management team to address any roadblocks or risks in the project and escalate issues based on the agreed upon escalation plan determined by the City and Contractor teams.
5. PMC Responsibilities
- a. The PMC will participate in all necessary activities and provide the required information in a timely manner to ensure the success of each phase.
 - b. The PMC's Project Management team will work closely with the Contractor as needed and will: (a) approve priorities, detailed project plans and schedules; (b) notify Contractor in writing of any engagement or performance issues; and (c) assist in resolving issues that may arise.
 - c. Identify stakeholders, SME's, core project team members.
 - d. Assist the Contractor with scheduling meetings, as needed and will participate in meetings, and workshops.
 - e. Make available all pertinent documents, information, and electronic files in a timely manner.

- f. Provide a response to all questions regarding the acceptability of any work performed under this Scope of Work.

3.4. SYSTEM FUNCTIONAL REQUIREMENTS

- A. PMC has developed a comprehensive spreadsheet of functional requirements, provided as **Exhibit A - Functional Requirements**. This document encompasses system requirements aligned to the business capability model defined in section 3.1 Overview and Purpose. Furthermore, **Exhibit A- Functional Requirements** provides an itemized list of detailed functional requirements for the CMS Replacement (system). PMC has identified each requirement as a core feature or optional feature. In totality, the PMC's system functional requirements include:
 1. Workflow: PMC requires the ability to design, configure, and document workflows in support of requirements specified in **Exhibit A - Functional Requirements and Exhibit B - Technical (Non-Functional)**. Court defines workflow as a number of activities that are required to complete a task.
 2. Business Rules: Court requires functionality for the design, configuration, and documentation of business rules that allow business logic to be executed during key business processes in support of requirements specified in **Exhibit A - Functional Requirements and Exhibit B - Technical (Non-Functional) Requirements**. Court defines business rules as instructions that determine how an activity, task, workflow is processed.
 3. Public Access: functionality that provides access to authorized parties on a case and the general public (e.g., accessing case records, presenting payment options, and processing payments, uploading evidence, filing documents, etc.). If public access is not natively offered in the proposed system, PMC requires the system is able to be integrated with third-party or custom-developed offerings.
 4. Digital Evidence: receive, store, and retrieve digital evidence, or the ability to integrate with Case Center by Thomson Reuters.
 5. eFiling: PMC requires the system to conform with national eFiling standards (e.g., Electronic Case Filing (ECF 5.x)) including integration with TurboCourt.
 6. Electronic Document Management: The system shall provide electronic document management functionality, including the ability to automate the capturing, approval, distribution, and integration of content into business rules and workflows, or the Contractor provides integration support for OnBase which includes the metadata necessary to associate the CMS record to document. Additionally, the system's proposed architecture shall have the ability to integrate with a third-party document management platform, if needed.
 7. Document Generation: PMC requires functionality for the creation, management, and editing of system-generated documents including the use of embedded data

- elements. The PMC requires system workflow capabilities for the editing, approving, and publishing of documents.
8. Cashiering and Point of Sale (POS): PMC requires cashiering functionality (e.g., payment processing, receipt issuing, cashier balancing and closing) is handled by the system.
 - a. The PMC requires that the system fully assumes responsibility for all aspects of customer Payment Card Industry (PCI) compliance (e.g., SAQ A vs SAQ B, etc.), eliminating any burden and imposing any associated overhead on the PMC.
 9. Resource Scheduling: functionality of resource scheduling for scheduled courtroom events from internal (e.g., court interpreters, courtroom accommodations) and external (e.g., police officer/ citing agent schedules, City Prosecutor, Court Appointed Attorney) resources.
 10. Standalone Functionality: For any responses within section 3.4 System Functional Requirements where Offeror does not provide functionality natively in Offeror's solution or through an Offeror's existing third party, Court requires explicit notification that the Court is required to provide their own solution. This is required to be disclosed at the time of proposal, and at any point during the project when discovered.

3.5. SOLUTION TECHNICAL REQUIREMENTS

- A. Technical (Non-Functional) Requirements Matrix: **Exhibit B - Technical (Non-Functional) Requirements** document provides an itemized list of detailed technical requirements for the CMS Replacement. Court has identified each requirement as a core feature or optional feature.
 1. Conceptual Architecture: PMC requires a high-level conceptual architecture design diagram that illustrates Contractor's proposed CMS Replacement. The diagram must provide an overview of the proposed solution components including but not limited to major application components, integration, data repository(s), analytics tool(s), etc. If appropriate, the diagram should also demonstrate how CMS Replacement will expand and evolve over time to meet PMC's future needs.
 2. System Architecture: PMC requires the Contractor's overall system architecture and topology for CMS Replacement. This includes information about the underlying platform and software on which the core components are built and supported, and how it will support security considerations.
 - a. PMC requires a system architecture that is beneficial with limited constraints or risks that would jeopardize the success of CMS Replacement Project.
 - b. At a minimum the PMC requires the system architecture shall include:
 - i. Product solution and software development tools and languages

- ii. Database type and structure (including high-level Entity Relationship diagram or similar)
 - iii. Third-party software components (if applicable)
 - iv. Middleware and frameworks, including any integration points
3. Reporting and Analytics: Court requires reporting and analytics capabilities for the proposed solution to meet Court's ad hoc reporting, standard reporting, analytic, research, dashboard, and business intelligence report needs. Court requires that the Contractor's solution allows the Court to make analytical, data-driven operational and strategic decisions.

3.6. TECHNICAL SERVICES

- A. Hosting Services: While Court is not seeking managed services, Court requires Offeror to document, guide, and train Court IT staff on solution support and maintenance during project implementation. The training shall equip Court IT staff to manage and oversee the CMS Replacement in the production environment. The PMC requires the Contractor to outline the specific responsibilities that are appropriate for the PMC to handle and to provide guidance on how the PMC's IT staff will be adequately prepared to fulfill these responsibilities.
- B. Interfaces and Third-Party Integrations
 1. CMS Replacement will require inbound and/or outbound interfaces with various systems, encompassing both internal and external to Court. **Exhibit E - Interface Inventory** identifies a current state interface list as a basis and reference to assist the Contractor in proposing future state interfaces in alignment with their solution and expertise. PMC requires to be informed of any interfaces missing from **Exhibit E – Interface Inventory**.
 2. Current state interfaces in **Exhibit E - Interface Inventory** are required for future state interfaces, however, details of the implementation of these interfaces in the future state may vary depending on Contractor's proposed solution (e.g., potentially transforming a current state fixed-length file-based interface to be message based in the future state).
 3. The Contractor's interface approach shall include the Contractor fully building and supporting interfaces and an alternative approach of the Court managing and implementing the interfaces with required consultative support from the Contractor.
 4. PMC requires that Contractor has implemented the proposed interface approach with other clients of similar scope. PMC would be interested to learn of the Contractor's approach to interface management beyond those included in the scope of this RFP.
 5. Court business operations require the court to be able to add and modify interfaces with justice partners and third-party vendors as service offerings over time. Court

requires to understand how the development and addition or modification of interfaces beyond those included in the scope of this RFP are managed, and if it requires the engagement of the responding Contractor.

- C. Environment Setup: Court requires Contractor to set-up and verify the installation of all requisite system components and environments including processes to initialize the installation of base system components, requisite third-party software, data interfaces, infrastructure components, middleware, etc. Court requires environments will minimally include those needed for:
 - 1. Development
 - 2. QA (system testing, unit testing, training)
 - 3. Production
- D. Operational Support Overhead: The Contractor shall collaborate with the PMC to establish staffing requirements and roles, based on their professional perspective, including both technical and non-technical staff, associated with the management and operations of Contractor's solution including resources needed to manage any underlying technology for which Court has the responsibility for supporting.
- E. System Documentation: The Contractor shall establish technical documentation to be provided to the PMC as part of CMS Replacement implementation, including documentation being updated over the course of implementation.
- F. Technology Change Management: The Contractor shall manage and document (e.g., impact analysis, version control, library management, turnover management, build management, parallel development) changes to the application and any of the constituent components. The PMC also requires technology change management services required to appropriately manage and document changes to the underlying application development environment components.

3.7. IMPLEMENTATION SERVICES

- A. The Implementation Services consist of various phases. Implementation services describe PMC's expectations for The Contractor to successfully organize and execute the implementation of CMS Replacement. The Contractor shall be responsible for addressing the following subsections which describe the activities and high-level expectations associated with implementation services.
- B. Project Management Requirements
 - 1. Utilize a project methodology and plan for the successful delivery of the project. The Contractor must provide resources to execute all project management tasks, functions, and activities.
 - 2. Provide a dedicated Project Manager who is responsible for keeping all teams informed, organized, and aligned to the project goals and schedule.

- a. The Contractor's project manager will work closely with the PMC project manager and identify the preliminary project plan and maintain a detailed project plan throughout all project phases.
 - b. The Contractor's project manager will participate in all necessary meetings (including but not limited to progress/status meetings and executive sponsor review meetings), create agendas, deliver status reports, and maintain the project timeline.
3. Conduct project pre-planning and preparation, including planning meetings with PMC and other stakeholders as required to confirm the schedule, plans, documentation, and other logistics for project management responsibilities.
4. Conduct a Project Kickoff meeting to include materials that describe an overview of the project objectives, plans, project scope, and schedule.
 - a. During this meeting the Contractor will introduce the Contractor's project team, roles and responsibilities, and outline project start-up procedures.
5. Conduct project kick-off meetings with key stakeholders within thirty (30) days of contract execution.
6. Deliver weekly project plan and schedule updates, weekly status reporting, weekly status meetings, risk and issue monitoring, and integrated change management.
7. Develop a detailed Baseline Project Schedule, providing a comprehensive timeline for the entire project duration. The schedule shall include all major project tasks, milestones, and dependencies. The Baseline Project Schedule shall be agreed upon by City and the Contractor and serve as the reference point for measuring project progress and timeline adherence. Any changes to the schedule shall be managed through the established change management process.
8. Create and establish a comprehensive Project Management Plan that outlines the project's purpose, goals, organizational structure, communication plan, risk management, quality control, and budget management to ensure successful project execution and delivery.
9. Create a Stakeholder Outreach and Communication Plan that includes outreach to stakeholder groups, as defined in the plan, to ensure a successful implementation and user adoption of the court case management system. The plan shall include strategies and tactics for effective communication and engagement with stakeholders throughout the duration of the project.
10. Deliverables
 - a. Project Kick-off Materials: At minimum shall address the following:
 - i. Overview of the project objectives and scope

- ii. Baseline project schedule
- iii. Project team introduction, roles and responsibilities
- iv. Project start up procedures
- b. Project Management Plan: At minimum shall address the following:
 - i. Project objectives and scope
 - ii. Project governance structure - Define a project governance structure, decision-making process, and escalation strategy. This structure shall facilitate effective oversight and management of the project, ensuring that all project risks and issues are promptly addressed. The Contractor shall maintain a decision log to track the outcomes of governance decisions pertaining to project risks and issues.
 - iii. Project Organizational Chart: A detailed project organizational chart that identifies all project roles, their corresponding responsibilities, and the reporting structure.
 - iv. Scope management process - Establish and adhere to a scope management process that encompasses procedures for handling scope changes, including both additions and subtractions from the original scope. All scope changes must be documented, evaluated, and approved by the City's Project Management Team through the defined Integrated Change Management Process.
 - v. Risk and Issue Management Plans & Logs – Develop and implement comprehensive Risk and Issue Management Plans and Logs. These plans shall include an escalation plan to address critical risks and issues promptly, including outlining the approach to track, score, prioritize, and respond to risks and issues throughout the project lifecycle.
 - vi. Status reporting process and templates – Establish a structured status reporting process, detailing the frequency and format of status reports. Additionally, the Contractor shall provide templates that clearly outline the required information for reporting project progress, risks, issues, and other relevant updates.
 - vii. Document Management and Collaboration Process – Outline a Document Management and Collaboration process that describes the location and guidelines for storage, access, and management of all project documents and artifacts to ensure efficient document retrieval and version control.
 - viii. Quality Management Plan – Develop a Quality Management Plan. This plan shall include descriptions of quality tools, techniques, and activities used to monitor quality performance and ensure adherence to project processes.

- ix. Integrated Change Management Process – Outline an Integrated Change Management Process to manage changes throughout the project lifecycle. This process shall encompass formal change request procedures and defined governance for different levels of change. It should cover changes in requirements, schedule, budget, solution design, and acceptance criteria.
- x. Resource Management Process – Ensure appropriate staffing of human resources on the project. This approach shall include on-boarding and off-boarding processes for both the Contractor and PMC project resources are established. Furthermore, project roles and responsibilities for all project activities shall be clearly defined using a responsible, accountable, consulted, informed (RACI) model.
- xi. Communications Management Strategy – The strategy shall outline the methods and channels for communicating core project management activities and escalating critical matters to senior leadership.
- xii. Deliverable Management Strategy – The strategy shall encompass planning, creation, submission, review, and approval processes for all project deliverables and ensure efficient and timely completion and acceptance of deliverables.
- xiii. Stage Gate Strategy – The strategy shall outline routinely conducted progress checkpoints by project stage and the criteria the project must meet in order to advance beyond a stage gate. This strategy shall describe how PMC signoffs will be incorporated into each stage gate review.
- c. The Stakeholder Outreach and Communication Plan shall comprehensively address the impact of CMS Replacement on stakeholder groups outside of PMC. The Plan shall, at a minimum, include the following components:
 - i. Summary of Plan: Description of the methodology or approach to engage with the identified stakeholder groups. This summary shall outline the strategies and tactics to be utilized for effective communication and engagement.
 - ii. Communication Channels: Outline the types of communication channels intended to be used to disseminate information and engage with the stakeholders.
 - iii. Tools or Measures to Assess Progress: Specify the tools or measures intended to be utilized to assess the progress and effectiveness of the Stakeholder Outreach and Communication Plan. These assessment mechanisms will be essential for evaluating the level of stakeholder engagement and identifying areas for improvement.

- iv. **Established Timeline:** The Stakeholder Outreach and Communication Plan shall include a detailed timeline that outlines the schedule for executing outreach activities. The timeline should clearly indicate when specific communication efforts and engagement activities will take place, providing a structured approach to stakeholder involvement.

C. Enterprise Analysis and Design

1. **Objective:** Consists of reviewing, validating, and refining the initial system requirements (e.g., functional, non-functional/technical, and interface), conducting gap analysis, and finalizing the baseline CMS System specifications in accordance with Business requirements. The Contractor must incorporate all refined requirements identified during this phase into the Detail Design Document. Additionally, the Contractor must use the Detail Design Document as the blueprint for all development, configuration, testing, and implementation activities.
2. **Contractor Responsibilities**
 - a. Establish a revised Requirements Traceability Matrix (RTM), based on the review of the functional and technical requirements defined in **Exhibit A - Functional Requirements and Exhibit B - Technical (Non-Functional) Requirements**, to be used as a reference throughout the duration of the CMS Replacement Project. The RTM shall describe how project requirements are delivered during the project lifecycle, from the RFP to production cutover. The RTM is used to validate that all requirements are delivered and satisfied to defined standards (quality, testing, design or other).
 - b. Develop the design and guide PMC on how to leverage CMS Replacement to modernize operational processes and enhance analytical decision-making. The design-level requirements will be collaboratively derived from PMC stakeholder inputs, including data collection and review of current state data and business processes. Visioning sessions with stakeholders will be conducted to finalize design decisions.
 - c. Conduct stakeholder workshops and actively engage stakeholders to collect design-level requirements. Through workshops and collaborative sessions, the Contractor will seek input from relevant stakeholders to inform the design process. The workshops shall facilitate effective communication and enable the Contractor to gather essential insights to shape the future state design.
 - d. Meet with business and technical stakeholders – Understand business objectives, activities taken to date, progress efforts, and other relevant information.
 - e. Conduct joint validation sessions with PMC and appropriate stakeholders to validate understanding of identified requirements.

3. Deliverables

- a. Requirements Traceability Matrix (RTM) shall at a minimum, define the following:
 - i. Functional and Technical requirements defined in **Exhibit A - Functional Requirements and Exhibit B - Technical (Non-Functional) Requirements** as agreed to per contract.
 - ii. Associated documentation supporting the fulfillment of each requirement, including test plans, test scenarios, acceptance criteria, and results.
 - iii. Documented validation of requirement disposition status, indicating whether each requirement has been met, not met, or is no longer in scope.
- b. Detailed Design Document shall at a minimum, define the following:
 - i. Description of implementation methodology (e.g., agile, waterfall, etc.)
 - ii. Description of user interface(s)
 - iii. Detail specifications for business rules, workflows, external system interfaces, validations, design features, screen layouts, and performance requirements
 - iv. Process, approach, and recommendations for required future state interfaces, considering current state interfaces in **Exhibit E - Interface Inventory** as a starting point but not as requirements for future state interfaces
 - v. Solution software configuration and setup requirements
 - vi. Specifications for solution customizations
 - vii. Security design and programming specifications
 - viii. Inventory of reports and/or analytics
 - ix. Inventory of integrations and business descriptions
 - x. Documentation for application, data/content, and integration architectures
 - xi. Design of target datasets
 - xii. Create future state Design – Contractor shall create future state design documentation for application, data/content, and integration architectures, and all activities required to achieve the overall application architecture associated with CMS Replacement

D. Solution Development and Configuration

- 1. Objective: The Objective is for the Contractor to document and complete the solution build as defined by the final design specifications including integrations with external systems, data conversion and migration which includes current CMS data and the conversion of paper forms into digital form. The Contractor shall also develop a plan that does not require maintenance of a legacy/shadow environment.

2. Contractor Responsibilities

- a. Provide a comprehensive solution implementation approach encompassing application design, interface design, and data conversion design.
- b. Based on the requirements of the RTM, approved Implementation Plan, and detailed design requirements from the previous phase, the Contractor shall develop the solution through configuration, interface development, and other relevant development activities following the Contractor's software implementation methodology.
- c. Integrate all components of the solution to ensure a cohesive and functional court case management system.
- d. Develop new reports as required and make necessary modifications to existing reports to align with the specifications of the court case management system.
- e. Proactively engage with relevant stakeholders including conducting demonstrations of prototypes and working functionality to gather feedback and ensure alignment with stakeholder expectations.
- f. Develop a detailed Conversion and Migration Plan and coordinate all conversion activities.
- g. Work closely with the designated resource (e.g., incumbent Contractor or PMC technical staff) to create data conversion algorithms, and data maps, identify impacts on existing systems, and develop procedures for handling problems such as invalid formats of data values requiring validation.
- h. Conduct Cutover Planning Activities and Create a Cutover Plan – The Contractor shall perform go-live cutover planning activities to assess transition readiness, go/no-go criteria, and fallback positions to be taken if no-go conditions are encountered for individual deployments.
- i. Conduct deployment planning workshops with PMC and other project stakeholders to finalize the approach for deploying CMS Replacement into production including site-specific considerations, and benefits and risks of strategy alternatives activities.
- j. Create the Project Deployment Plan using the information gathered during the workshops, outlining the approach, activities, milestones, schedule, schedule dependencies, risk identification, mitigation strategies, and pre-cutover readiness assessment activities.
 - i. The Contractor shall continuously update and maintain the Project Deployment Plan throughout the project lifecycle and incorporate any necessary revisions to adapt as necessary.

- k. Finalize the Project Deployment Schedule – Once PMC has approved the Project Deployment Plan, the Contractor shall finalize the project deployment schedule.
3. Deliverables
- a. The Contractor shall provide a detailed Solution Implementation Plan that outlines the CMS Replacement management tools to be used throughout application design, interface design, and data conversion design. This plan shall include:
 - i. The industry-standard software development tools and methodologies to be leveraged in all development environments.
 - ii. How CMS Replacement conforms to defined standards for system design and systems architecture.
 - iii. The approach for gathering design-level specifications and developing the design documentation for custom-built components, including interfaces.
 - iv. Detailed plans for integrating the solution with systems used by PMC, justice partners, and external organizations.
 - v. Documentation of third-party infrastructure service providers and associated communication and management processes.
 - vi. Communication protocols, inclusive of PMC and additional users, for infrastructure services.
 - b. Configuration Management Plan: Establishing the process and actions required for configuration management, including PMC staff's involvement, tooling, and infrastructure. This also includes the methods for identifying project configuration items, managing configuration items in a configuration register, conducting configuration audits and reviews during the project, and configuration release management controls between environments.
 - c. Integration Plan: Outlining the overall approach and strategy for integrating the proposed solution with interfacing systems and justice partners. This includes integration architecture, testing approach, and methods/tools for managing and monitoring integrations.
 - d. Security Plan: Detailing the approach for monitoring CMS Replacement security and keeping security capabilities up-to-date with evolving security threats. The plan shall cover roles, incident response, incident detection, communication, containment, recovery, and post-incident activities.
 - e. Disaster Recovery & Business Continuity Plan: Describing the approach for initiating disaster recovery and business continuity procedures in the event of a disaster affecting CMS Replacement. The plan shall include information on roles and responsibilities of recovery teams, recovery scenarios, recovery activities,

data backups, and meeting or exceeding 15-minute recovery time objectives (RTO) and 60-minute recovery point objectives (RPO).

- f. Infrastructure Support Plan: Outlining the definition of solution environments, approach to certify environments, approach for managing environment changes, maintenance approach for application and infrastructure components, testing approach with external organizations, capacity planning, performance tuning, deployment processes, monitoring, and additional support services for CMS Replacement.
- g. Dashboards and Reporting: Describing the approach and tools used to enable reporting and analytics capabilities required by PMC, including operational, workforce, and business intelligence reporting, intuitive report building, and integration with business intelligence and analytics tools.
- h. The Contractor shall provide a comprehensive Data Conversion and Migration Plan that describes the scope and approach for converting and migrating legacy application documents and data into CMS Replacement, where applicable. At a minimum, the Data Conversion and Migration Plan shall establish the following:
 - i. Scope and Approach: This includes the conversion and migration of physical paper forms into digital form, as applicable.
 - ii. Data Structure, Volume, and Quality: Outline the data's structure, volume, and quality to be converted and migrated.
 - iii. Data Mapping: A detailed data mapping between the source and target data for all fields to be converted must be provided.
 - iv. Data Transformation Rules: Define the rules and methods for data transformation during the conversion process.
 - v. Testing Approach: The Plan shall include the testing approach to demonstrate the accuracy and effectiveness of the conversions. This will involve automated validation routines, reconciliation reports, and walkthroughs of conversion outcomes conducted with designated PMC personnel.
 - vi. Data Validation Process and Exception Reports: Outline the data validation process and identify exception reports for any discrepancies found during the conversion.
 - vii. Communication Plan(s): Include a communication plan that addresses how data conversion-related information will be communicated to relevant stakeholders.
 - viii. Data Governance: Describe the data governance framework to ensure data integrity and compliance during the conversion process.

- ix. Technology and Tools: The Plan shall specify the technology and tools to be used for data conversion and migration.
- x. Roles and Responsibilities: Clearly define the roles and responsibilities of the Contractor, PMC, and other stakeholders involved in the data conversion and migration process.
- xi. Data Conversion Signoff and Cutover Processes: The Plan should include a process for obtaining signoff on successful data conversion and cutover activities.
- xii. Identification of Risks: The Contractor shall identify any risks associated with data conversion and provide mitigation strategies.
- xiii. Data conversion testing to demonstrate the accuracy and effectiveness of the conversions via automated validation routines, reconciliation reports, and walkthrough of conversion outcomes conducted with designated PMC personnel. Confirmation that all in-scope legacy data to be migrated has been migrated and is accessible.
- i. Provided a comprehensive Cutover Plan to include the following:
 - i. A preliminary cutover schedule that clearly defines key milestones, deliverables, tasks, and responsibilities
 - ii. Plan to manage existing paper case files simultaneously to any new paperless case files
 - iii. Plan to phase out paper case files over time
 - iv. An updated cutover schedule prior to go-live
 - v. Pre-cutover checklist and post-cutover evaluation criteria
 - vi. Cutover milestones to assess production readiness, go/no-go criteria, and fallback positions.
 - vii. Transition readiness assessment, including the preliminary schedule, rollback strategy, assessment scorecards, and defined critical readiness criteria that will drive go/no-go decisions related to overall readiness/preparedness for going live on CMS Replacement

E. Testing

1. Objective: The Contractor must conduct testing to ensure that all application components work as designed and configured and that those components work in an integrated manner to perform their specific functions, including interfaces and integrations to legacy applications and justice partners. This includes developing, conducting, and providing support to PMC and applicable stakeholders in test plans,

test scripts, test cases, and test input data. The Contractor must lead all testing efforts except for user acceptance testing (UAT).

2. Contractor Responsibilities:

- a. Develop a test plan that outlines the scope of testing, responsibilities by the Contractor and defect definitions.
- b. Set up and manage test environments. The Contractor shall plan, design, and implement a test environment that replicates the production environment and network connectivity. The Contractor shall load the test environment with enough data to perform effective testing
- c. Develop detailed test conditions, prepare test scripts, and utilize automated testing tools as appropriate to facilitate the testing process.
- d. Conduct System Testing and Resolve Defects. For each defect identified during testing, PMC and the Contractor shall use a prioritization rating indicating the relative sequence to fix defects
- e. Submit Final System Testing Results. The Contractor shall perform performance testing to validate the eventual 300% full-scale use of the system by all PMC users, including mimicking the anticipated growth in the number of users, documents, and storage requirements as the system is deployed. The Contractor shall continue performance testing until performance measures are met and are expected to be met under full operational conditions.
- f. Submit final system testing results to PMC.
- g. Support UAT, Defect Resolution, and Submitted UAT Results.

3. Deliverables

- a. The Contractor shall provide a test plan that describes the approach to conducting all in-scope testing activities. At a minimum, the test plan shall define:
 - i. Test objectives
 - ii. Testing scope (e.g., features/functions to be tested and not tested)
 - iii. Key decisions, issues and constraints
 - iv. Testing assumptions, risks and contingencies
 - v. Test types
 - I. Unit testing
 - II. Integration testing
 - III. System Testing
 - IV. Security/Intrusion testing

- V. User acceptance testing
- VI. Stress/Performance testing
- VII. Regression testing
- vi. Test management approach
 - I. Test environment(s)
 - II. Test tool(s)
 - III. Test coverage and scripts
 - IV. Test data (e.g., how test data are created and refreshed)
 - V. Test volume
 - VI. Frequency of tests
 - VII. Test automation/reuse
 - VIII. Change management
 - IX. Release management
 - X. Test quality metrics
 - XI. Defect tracking
 - XII. Training approach for PMC staff to prepare for testing
 - XIII. Defect remediation release strategy and regression testing
- b. The Contractor shall provide test cases and test scripts and describe the conditions and procedures to determine if CMS Replacement is working as expected. A test case can have one or multiple test scripts. Test scripts include the sequence of instructions to be performed on CMS Replacement to verify it is performing as expected. At a minimum, Test Cases and Test Scripts shall define:
 - i. Test case ID
 - ii. Test case summary
 - iii. Related requirements
 - iv. Pre-requisites
 - v. Test scripts/procedure
 - vi. Test data
 - vii. Expected result
 - viii. Actual result

- ix. Status
 - x. Comments
 - xi. Tester(s)
 - xii. Data of test execution
 - xiii. Test environment(s)
 - c. The Contractor shall deliver System Integration test results. At a minimum, the Contractor shall define the following:
 - i. Date the scenario was executed
 - ii. Person who executed the scenario
 - iii. Test result status (pass/fail)
 - iv. Defects discovered
 - v. Retest dates and results
 - vi. Justification for exiting system test stage
 - d. The Contractor shall be responsible for ensuring UAT is completed with defects resolved. At a minimum, for each test scenario during UAT, the test results shall define:
 - i. Acceptance test results for the overall solution
 - ii. Date scenario was executed
 - iii. Person who executed the test scenario
 - iv. Test result status (pass/fail)
 - v. Defect, priority, and resolution log
 - vi. Retest dates and results
 - vii. Justification for exiting UAT stage
- F. Training and Knowledge Transfer
- 1. Objective: The contractor will be responsible for developing Knowledge Transfer and Training Plan(s), developing training materials and conducting PMC training and evaluations, where appropriate. The number of end-users requiring training is approximately 275 including 20 full-time judges, 3 full-time hearing officers, and 21 pro tem judges. The Contractor will also be responsible for training the appropriate number of PMC trainers. PMC is estimating roughly 60 users per trainer.
 - 2. Contractor Responsibilities

- a. Prepare a Training Plan that details the different stakeholder groups of trainees and the training methodology and courses to be used for each.
 - b. Develop a detailed training curriculum that includes preparing training materials and delivering training to users, technical staff, and personnel who will be responsible for training new end-users and providing refresher training to other PMC staff.
 - c. Deliver training courses defined in the Training Plan and provide a Training Completion Report.
 - d. Provide adequate end-user support through user manuals or online help.
3. Deliverables
- a. The Contractor shall deliver a Training Plan that describes the approach for delivering training during the project lifecycle. At a minimum, the Training Plan shall define:
 - i. Types of training and how each training type is to be administered
 - ii. Course List
 - iii. Target audience role description
 - iv. Specific learning objectives for each user and support role to be used to assess users' readiness to perform their expected roles.
 - v. Session types including train the trainer, configuration training, data management, and application and system administration training.
 - vi. Lists of materials, facilities standards, equipment, user profiles, access procedures, work samples, and other items needed for each training session, including items that PMC is to furnish.
 - vii. Training calendar indicating the specific attendees and locations (if remote describe how the Contractor has successfully delivered remote training) for all user training sessions; the calendar also indicates any planned phases or iterations in the delivery of training.
 - viii. Training provided in an on-demand method, similar to Azure Lab Services to equip PMC to spin up virtual and flexible training environments.
 - ix. Constraints and risks that can be a barrier to the success of the training effort, along with the actions that can be taken to proactively address these constraints and risks
 - x. Approach to provide ongoing training for users as CMS Replacement is updated and new users are onboarded.

- b. The Contractor shall deliver a Training Curriculum and Materials. At a minimum, the Training Curriculum and Materials shall include:
 - i. Course presentation materials/user manuals (trainer version)
 - ii. Course presentation materials that are current with the configuration and production release
 - iii. Recorded training videos
 - iv. Student training exercises
 - v. Pre-assessment and post-assessment materials
 - vi. Training data specifications for training exercises (if applicable), including training data initialization procedures
- c. The Contractor shall deliver a Training Completion Report that describes the results of training courses delivered as described in the Training Plan. At a minimum, the Training Completion Report shall define:
 - i. Summary of all training provided including course, date, and attendees
 - ii. Summarized training exercise results
 - iii. General observations of completed training and future training recommendations
 - iv. Training satisfaction survey results (survey to be distributed to all stakeholders that participated in formal training classes)
- d. The Contractor shall deliver End User Support Manuals that describe the functionalities and capabilities of CMS Replacement and how each user will access and leverage the functionalities. At a minimum the End User Support Manual will define:
 - i. User navigation through each CMS Replacement application, interface, and features
 - ii. Trouble-shooting guidelines
 - iii. Types of existing documentation that the Contractor can leverage for PMC training and knowledge transfer activities.

G. Cutover Readiness and Production Go-Live

1. Objective: The Contractor shall plan activities and tasks required for the successful cutover to CMS Replacement, including the systematic organization and readiness for source code, compiled modules, business rules, documentation, and any other components of the production environment that are ready for production turnover. The Contractor must execute planned activities and tasks as per the readiness plan and decommission legacy systems as their functionality gets replaced

by CMS Replacement, while also maintaining integration between these legacy systems as necessary until implementation and cutover is complete. PMC's strong preference is for a single (e.g., 'big bang') deployment to reduce the need to enter data into, manage, and support two concurrent production CMS instances. PMC would consider phased deployment approaches if the Contractor believes a phased approach is more advantageous than a single deployment.

2. Contractor Responsibilities:

- a. Confirm the overall readiness of the hosted infrastructure and/or other third-party provided components to support CMS Replacement and overall operation
- b. Submit updated versions of previously developed plans to reflect activities to be undertaken as part of production support
- c. Submit the final As-Built System documentation
- d. Submit Technical documentation for knowledge transfer
- e. Submit Cutover plan and schedule
 - i. Develop and describe the preferred deployment approach, associated timeline, and reasoning
 - ii. The Contractor must align their **Attachment F - Cost Workbook** to their proposed implementation plan.
- f. Submit the Cutover Completion Report
- g. Lead Cutover to Production and start providing production services

3. Deliverables:

- a. The Contractor shall conduct an Operational Readiness Review (ORR) to inform a go/no-go decision. At a minimum, the Contractor shall provide a readiness review that defines the following:
 - i. Proposed changes (e.g., system functionalities and capabilities)
 - ii. Testing outputs
 - iii. Overall impacts and risks
 - iv. Required personnel and roles and responsibilities for both Contractor and PMC
 - v. Duration of activities
 - vi. Acceptance criteria
 - vii. Plan for any rollback of implementation if needed during cutover.

- b. The Contractor shall maintain and update the Project Implementation Plans. Each plan shall include the minimum set of components defined within this RFP and as agreed to with PMC during implementation. At a minimum, the Contractor shall include these associated artifacts:
 - i. Risk and Issue Management Plan (note associated logs would carry over from the project to production)
 - ii. Integrated Change Management Plan
 - iii. Deployment Plan
 - iv. Configuration Management Plan
 - v. Stakeholder Outreach and Communication Plan
 - vi. Security Plan
 - vii. Disaster Recovery and Business Continuity Plan
 - viii. Infrastructure Support Plan
 - ix. Help Desk Support Plan
 - x. Test Plan
 - xi. Training Plan, Curriculum, and Materials
- c. The Contractor shall deliver the Final As-Built System Documentation. At a minimum, the Final As-Built System documentation shall include:
 - i. Final As-Built configuration documentation to each of the delivered environments, including the results of a smoke test of those environments.
 - ii. Contractor shall provide documentation specific to PMC's CMS Replacement implementation.
 - iii. List and description of documentation that will be provided, including the formats in which the documentation will be made available. Additionally, describe how Contractor plans to provide ongoing updates to documentation through the life of the contract to ensure the relevance of the documentation following implementation and system upgrades.
 - iv. Describe how As-Built documents will be initially prepared and kept current during production support.
- d. The Contractor shall deliver technical documentation for CMS Replacement Knowledge Transfer. The technical documentation shall be of sufficient depth and clarity to enable technical personnel to understand the underlying structure and function of system components to troubleshoot the application interfaces (including platform, network, and security interfaces), to perform all

administration and operation duties, and to plan for potential future integration with other applications.

- e. The Contractor shall develop and maintain the Cutover Plan and Schedule and update the preliminary draft of the Cutover Plan with the finalized set of activities to cutover CMS Replacement into production.
 - i. The Final Cutover Plan shall include a detailed schedule that clearly defines key milestones, deliverables, tasks, durations, and responsibilities.
- f. The Contractor shall deliver a Cutover Completion Report that validates the full transition of CMS Replacement into production.
- g. The Contractor shall deliver a Call Tree identifying roles and responsibilities, points of contact for all operations and maintenance personnel, and key system administrators.

3.8. POST GO-LIVE AND TRANSITION SUPPORT

- A. Objective: The contractor shall provide support for the initial production usage of the system. PMC requires twelve months of operations and maintenance support after release. If the Contractor proposes a phased deployment then PMC requires twelve months of operations and maintenance support per release. The Contractor will coordinate the transition to the Contractor's ongoing support and maintenance team upon achieving go-live and initiating production. Prior to deployment, Contractor's team will develop processes, policies, and procedures for post-production support. The Contractor must work to ensure successful adoption and user transition and keep the project active until all deliverables have been accepted in accordance with section 3.12 Deliverables, Payment Schedule, and Acceptance Criteria.
- B. Contractor Responsibilities:
 - 1. Provide a Service Level Performance Dashboard for PMC to monitor performance against Service Level Agreements (SLA) and associated Service Level Requirements (SLR)
 - 2. Monitor CMS Replacement in production to report on operations and performance metrics against SLRs, transaction volumes, and status of application support and problem management activities
 - 3. Complete project closeout and production readiness activities. At a minimum, the Contractor shall address the following:
 - a. PMC has accepted all deliverables
 - b. All outstanding issues and defects have been resolved or addressed
 - c. The Contractor's project team has documented the lessons learned or best practices identified during the project

- d. All project artifacts have been placed in the project repository
 - e. Transition has been completed to operations, maintenance, and/or business
 - f. Transition open defects to support – any noted deficiencies will be enumerated and provide the action plan and timing for correction of each such deficiency
 - g. The Contractor shall transfer knowledge to PMC CMS Replacement support staff
- 4. Contractor and PMC shall agree on additional points of contact and a reporting structure and schedule to support day-to-day operations and reviews of the Contractor's performance. These may include technical, financial, and SLR reviews as well as the resolution of other operational issues
 - 5. Reporting structures shall be documented and maintained by Contractor in an online repository accessible to PMC's management team. A regular meeting schedule shall be established for the reporting levels outlined in this document. The Contractor shall provide processes and procedures acceptable to PMC that can be used to manage day-to-day relationships in meeting SLRs and shall include:
 - a. Escalation
 - b. Contract change management; and
 - c. Performance reporting (e.g., SLRs project status, outstanding service request status) as outlined in the SLA
 - 6. Participate in lessons learned activities led by PMC and share knowledge gained from the project to facilitate repeating desirable outcomes and improvements for future projects and avoiding an undesirable outcome
- C. Deliverables:
- 1. The Contractor shall deliver a Service-Level Performance Dashboard and describe how the use of the Service-Level Performance Dashboard shall enhance Contractor and PMC relationship management through open performance communication. At a minimum the Service-Level Performance Dashboard will define:
 - a. System monitoring capabilities and how performance will be measured and tracked against service levels, including how real-time deviations are communicated to PMC.
 - b. Actionable strategies and remediation plans.
 - c. Root cause analysis approach and how corrective/preventative measures are taken. Provide sample reports related to service level management.
 - d. Management of contract performance

2. The Contractor shall deliver a Project Closeout Report that provides a final report outlining the project's accomplishments against the project scope, budget, schedule, and SLAs.
3. The Contractor shall deliver a Monthly Production Support Report. The Contractor shall create initial templates of monthly production support reports for PMC to verify that the reports are sufficient and accurate before the project closes. At a minimum, the Monthly Production Support Report templates must include:
 - a. Maintenance services completed per period
 - b. Maintenance services in progress per period
 - c. Maintenance services planned next period
 - d. Upcoming planned release schedule (minimum of 6 months forward looking)
 - e. Risks and issues

3.9. ORGANIZATIONAL CHANGE MANAGEMENT

- A. PMC will be actively involved in leading, planning, organizing, and conducting Organizational Change Management (OCM) activities for the CMS Replacement Project. These activities will include communications, readiness assessments, workforce transition activities, change adoption, and resistance response activities addressing end-users, external partners, and stakeholders. It is expected that Contractor will provide help and support to PMC regarding these organizational change management efforts.

3.10. ON-GOING PRODUCTION SERVICES

- A. Hosting Support: The PMC prefers that CMS Replacement be based on a Software-as-a-Service (SaaS) solution. The PMC defines SaaS as an application model in which the software is owned, delivered, and managed remotely by the Contractor. It uses a pay-for-use or subscription model, with a consistent version of the application simultaneously offered to multiple customers, either through a multitenant public cloud model, a single-tenant, or an on-premises version.
 1. If on-premises, the PMC's internal IT Team will be responsible for provisioning and supporting infrastructure, deploying application releases, and providing first-level end-user support. Contractor will be responsible for providing application releases and second-level application support.
- B. Production Support and Maintenance
 1. Maintenance and Operations Support: The PMC requires the Contractor to provide ongoing production operations and maintenance services once CMS Replacement is live in production. A final comprehensive list of services will be established before go-live of the solution as agreed upon by the Court and the Contractor.

2. The PMC requires the Contractor to deliver production services as stipulated in the plans referred to in sections 3.7(G) "Cutover Readiness and Production Go-Live" and 3.8 "Post Go-Live and Transition to Support" when the system is live. The Contractor must ensure the plans are revised annually or as otherwise mutually agreed upon.
3. Patch and Upgrade Support - The PMC requires the Contractor to:
 - a. Provide relevant patch and upgrade support services and service levels to ensure that a high-quality release management strategy can be executed during and after implementation.
 - b. Provide a release strategy with a typical schedule (quarterly, annually) with respect to patches, point upgrades, and major release upgrades. Court requires Contractor to maintain version compliance to remain on support and requires the option for Court to defer patches/upgrades.
 - c. Provide tools and documentation to be provided to facilitate patches or upgrades.
 - d. Have patch/upgrade support options and services for client-hosted vs. single-tenant SaaS vs. multi-tenant SaaS support vs. any other models offered.
 - e. Identify any continuous improvement efforts underway or planned to improve the quality of patch/upgrade support services.
 - f. Establish a patch management process to be in place including the cadence (e.g., patch cycle), types of patches generally applied, approach to systems, and testing.
 - g. Establish an approach and process in place to support third-party patch releases (e.g., browser updates, windows updates, etc.).
 - h. Establish an approach to regression testing is in place as it relates to ensuring that technical debt is not introduced as part of future patches.
4. Enhancements
 - a. The Contractor shall ensure a management approach for application enhancements, such as assessment of change impact, estimation of required effort to implement the change and change approval requirements.
 - b. The Contractor shall have a technical approach to enhancements, such as configuration management, documentation requirements, integration testing, regression testing, acceptance testing, and deployment.
 - c. The Contractor shall have an established approach to process future enhancement requests, including methodology for pricing (e.g., function point analysis) and future available resources to fulfill enhancement requests.
 - d. The Contractor shall collaborate closely with the Court to address feature enhancements and product updates, including discussions on the prioritization of

core product enhancement requests. The Contractor shall provide information on the frequency and scheduling of enhancements' releases. It is expected that the Contractor will maintain a dedicated resource allocation for ongoing product development related to the proposed CMS solution. The Contractor shall demonstrate that there are planned investments for the future growth of their solution, such as major new features and technology upgrades.

5. Help Desk and Problem Ticket Support

- a. Provide help desk and problem ticket support services and service levels. This includes associated support service cost and rate information in **Attachment F - Cost Workbook**.
- b. Have established help desk services team that can quickly diagnose, resolve critical problems, and escalate timely.
- c. Have established continuous improvement efforts underway or planned to improve the quality of help desk support services.
- d. Provide an online knowledge base that can be accessed directly by end-users and technical staff to obtain answers to frequently asked questions or perform research on symptoms to identify resolutions to known issues.

3.11. SERVICE LEVEL AGREEMENT

A. Performance Management

1. PMC requires performance management per **Exhibit D - Service Level Agreements**, including proposed measurements, proposed service levels, strategy for documenting service levels, performance against such service levels, and format and frequency of reporting. The Contractor shall have mechanisms, tools, and techniques the Contractor intends to, or already has put in place, to meet, measure, report, and improve upon these service levels.
2. The Contractor's system shall have in place system monitoring capabilities (e.g., probes to detect uptime or service availability) and performance to be measured and tracked against service levels, including how real-time deviations are communicated to the PMC. The PMC requires a root cause analysis approach to be in place with steps on how associated corrective/preventative measures are taken. The PMC expects service-level management reporting to be in place.

B. Exit Services

1. Court requires planning for prompt and timely transition to ensure all knowledge and materials are complete and in the possession of Court staff or designated third party, which includes the minimum time in advance that exit services will initiate and the length of time and criteria required to deem the transition period closed.

2. Court requires a seamless transition whether that be Contractor to Court or Contractor to another Contractor and proper handling of any open tasks and activities that may occur after the completion of exit services.
3. Court requires the return of all Court data in a mutually agreed form that is readable by Court and is preserved and protected per Court retention policies or destroyed per data destruction policies.
4. Court requires an accurate accounting of all outstanding accounts, invoices, and payments due.
5. Court requires the Contractor's process and timelines should the Contractor terminate the contract without reasonable cause. The court requires safeguards the Contractor has in place to protect Court from such an occurrence.

3.12. Deliverables, Payment Schedule, and Acceptance Criteria

A. Expected Deliverables

1. The Contractor must provide the deliverables listed in **Table 1 – Expected Deliverables**. The PMC reserves the right to modify or add deliverables at a later date if the need arises due to changing business or technical requirements. Additionally, the delivery and acceptance of designated deliverables in Deliverables, Payment Schedule, and Acceptance Criteria will represent payment points as represented in the payment schedule.
2. Submission Criteria
 - a. All contract deliverables are to be given a unique number and tied to the project schedule. The dates for deliverable submissions, review comments, and resubmissions will be tracked in the project schedule. The Contractor shall provide a project repository tool (e.g., SharePoint) to record project deliverables and manage project tasks.
 - b. For every deliverable, the Contractor shall request the PMC's project manager or designee to confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt. Drafts of each final deliverable, except status reports, are required at least one week in advance of when the final deliverables are due.
3. Acceptance Criteria
 - a. The Contractor's deliverables will be subject to the review and approval of the PMC project manager or designee and/or additional stakeholders depending on the deliverable. If requested by the PMC, the Contractor must provide walkthroughs of deliverables to facilitate PMC deliverable reviews.
 - b. The PMC shall notify Contractor within ten business days of its receipt of a deliverable, or as otherwise agreed to by the PMC and Contractor, of its approval

or rejection, with the reason(s) for rejection. In the case of an initial rejection, the Contractor shall have five (5) business days, or as otherwise agreed to by the PMC, to correct the deliverable and resubmit for PMC's review.

- c. Approval shall be granted at the PMC's sole discretion if the deliverable meets all requirements.
- d. The Contractor must account for the PMC's review process when developing schedules, project plans, and timelines. Specific deliverables and acceptance criteria will be finalized as part of the project pre-planning and preparation.

Table 1 – Expected Deliverables

Deliverables	Work Products
Project Management	A. Project Kickoff Materials
	B. Project Management Plan
	C. Stakeholder Outreach and Communication Plan
Enterprise Analysis and Design	A. Requirements Traceability Matrix
	B. Detailed Design Document
Solution Development and Configuration	A. Solution Implementation Plan 1. Configuration Management Plan 2. Integration Plan 3. Security Plan 4. Disaster Recovery and Business Continuity Plan 5. Infrastructure Support Plan 6. Dashboards and Reporting 7. Data Conversion and Migration Plan 8. Cutover Plan
Testing	A. Test Plan
	B. Test Cases and Test Scripts
	C. System Integration Test Results
	D. UAT Test Results

Training & Knowledge Transfer	A. Training Plan
	B. Training Curriculum and Materials
	C. Training Completion Report
	D. End User Support Manuals
Cutover Readiness and Production Go-Live	A. Operational Readiness Review
	B. Updated Project Implementation Plans
	C. Final As-Built System Documentation
	D. Technical Documentation for Knowledge Transfer
	E. Update Cutover Plan and Schedule
	F. Cutover Completion Report
	G. Call Tree
Post Go-Live and Transition Support	A. Service Level Performance Dashboard
	B. Project Closeout Report
	C. Monthly Production Support Report

4. EVALUATION PROCESS

The evaluation process will consist of two Rounds. Round 1 will focus on the Offeror's submission in response to this RFP using a points-based method aligned to the questions provided below under the corresponding evaluation criteria. Ultimately, we're evaluating the respondent's solution, expertise, experience, and approach to meeting the goals and requirements outlined in the RFP.

Round 2 As part of the evaluation, Offerors will be invited to the Solution Demonstration, if their scores in Round 1 are deemed, at the City's sole discretion, to be in the competitive range. Offerors within the competitive range will be required to conduct comprehensive in-person demonstrations for the evaluation team. This round aims to complement the round 1 evaluation with the primary goal of selecting the optimal solution that aligns with the PMC's operational requirements and propels the envisioned future state of the CMS.

4.1. ROUND 1

Evaluation Criteria

COMPANY OVERVIEW

1. Offeror must provide a narrative that outlines their complete Solution, encompassing the hosting environment and its capabilities. Include any differentiating features Offeror's Solution possesses that may provide value to the Court and differentiating characteristics of their organization. (Section, 3, Scope of Work 3.3(A)(2))
2. Offeror must describe at least two (2) recent projects completed within the last five (5) years where the Offeror was the primary contractor. Recent projects shall demonstrate the Offeror's ability to lead the design, development, implementation and support of a CMS solution similar to what is being described in this RFP. At a minimum, the information shall include the size, scope, and complexity of the CMS solution and Offeror's significant strengths and client benefits. (Section, 3, Scope of Work, 3.1, 3.3(A)(3),(d) and (e))
 - a. Offer must provide background information and experience designing, configuring, and implementing a CMS solution that fulfills the capabilities outlined in the Business Capability Model referenced in section 3.1 Overview and Purpose.
 - b. Offeror must describe the following information:
 - i. Experience implementing the current version of the software proposed
 - ii. Versions of software previously implemented
 - iii. Modules of software previously implemented
 - iv. Third-party systems that have been previously integrated with the software proposed
3. Offeror must describe its investment and resources dedicated to product development, process for working with customers to identify feature enhancements, method of prioritization and frequency in which enhancements are released. Offeror must include a

five-year roadmap detailing major new features and technology upgrades. (Section, 3, Scope of Work, 3.10(B)(4)(d))

KEY PERSONNEL

1. Offeror must describe their project team including an organizational chart of the project team including subcontractors, staffing for all project phases, description of roles and responsibilities through a RACI, staffing assumptions, resumes for each key personnel, process for replacement of key personnel and approach for staffing additional project team members. (Section, 3, Scope of Work, 3.3(A)(3)(a),(b),(h))

CAPABILITIES

1. Functional Requirements - Offerors are required to furnish responses for each functional requirement as specified in **Exhibit A - Functional Requirements**. Furthermore, the Offeror must provide responses to the subsequent questions pertaining to the functionality of their solution. The responses provided in **Exhibit A - Functional Requirements** will be subject to evaluation and scoring, with consideration given to the answers to the following questions. (Section, 3, Scope of Work, 3.4(A)(1-10))
 - a. Workflow: The Offeror must describe the process for the design, configuration, and documentation of workflows.
 - b. Business Rules: The Offeror must describe the process for the design, configuration, and documentation of business rules.
 - c. Public Access: The Offeror must describe existing functionality to provide access to authorized parties on a case and the general public.
 - d. Digital Evidence: Offeror must describe existing functionality related to receiving, storing, and retrieving digital evidence, or the ability to integrate with Case Center by Thomson Reuters.
 - e. eFiling: Offeror must describe conformance with national eFiling standards and ability to support integration with TurboCourt.
 - f. Electronic Document Management: Offeror must describe existing electronic document management functionality, including the ability to automate the capturing, approval, distribution, and integration of content into business rules and workflows or describe how Offeror's solution integrates with OnBase. Additionally, Offeror must describe how the solution could integrate with a third-party document management platform.
 - g. Document Generation: Offeror must describe functionality for the creation, management, and editing of system-generated documents including the use of embedded data elements. The offeror must describe workflow capabilities for the editing, approving, and publishing of documents.
 - h. Cashiering and Point of Sale (POS): Offeror must describe ability to handle payment processing and associated payment card industry (PCI) compliance overhead.

- i. **Resource Scheduling:** Offeror must describe resource scheduling for scheduled courtroom events for both internal and external resources.
 - j. **Standalone Functionality:** Offeror must describe any and all functionality where the Court would be required to provide their own solution.
2. **Technical (non-functional) Requirements** - Offerors are required to furnish responses and indicate their compliance for each technical requirement as specified in **Exhibit B - Technical (Non-Functional) Requirements**. Furthermore, the Offeror must provide responses to the subsequent questions pertaining to the functionality of their solution. The responses provided in **Exhibit B - Technical (Non-Functional) Requirements** will be subject to evaluation and scoring, with consideration given to the answers to the following questions. (Section, 3, Scope of Work, 3.5(A)(1-3))
 - a. **Conceptual Architecture:** Offeror must provide a high-level conceptual architecture design diagram that illustrates their CMS Replacement solution. At a minimum, the diagram must include major application components, integration, data repository(s) and analytic tool(s).
 - b. **System Architecture:** Offeror must describe the overall system architecture and topology for the CMS Replacement solution. Offeror must explain the benefits of this architecture for the Court, as well as any constraints or risks that will need to be addressed to ensure the success of the CMS Replacement Project. At a minimum, the system architecture must include:
 - i. Product solution and software development tools and language
 - ii. Database types and structure (including high-level Entity Relationship diagram)
 - iii. Third party software components
 - iv. Middleware and frameworks (including integration points)
 - c. **Reporting and Analytics:** Offeror must describe how and with what tools the Offeror's solution will deliver ad-hoc reporting, standard reporting, analytics, research, dashboard and business intelligence needs. Offeror must describe how the CMS Replacement data warehouse (or similar method) will equip the Court to make analytical, data-driven operational and strategic decisions.

OFFEROR SERVICES

1. Describe the Offeror's approach to fulfilling the requirement for documenting, guiding, and training PMC IT staff on solution support and maintenance during project implementation, ensuring that PMC IT staff are equipped to independently manage the CMS Replacement in production. Please provide details on PMC IT staff's responsibilities and how the Offeror will ensure their effective preparation. (Section, 3, Scope of Work, 3.6(A))
2. The Offeror must describe their interface approach that includes details for both the approach of the Offeror fully building and supporting interfaces and an alternative approach

of the Offeror serving as consultative support for the Court to manage and implement the interfaces. Specifically, describe the approach to designing, documenting, developing, and testing interfaces and integration points that are required for the implementation of CMS Replacement. (Section, 3, Scope of Work, 3.6(B))

3. Provide an overview of your interface proposal's implementation in projects similar in scope to this RFP, including any integration capabilities not listed in **Exhibit E - Interface Inventory** that would be relevant to the Court's needs. Additionally, describe how the development, addition, or modification of interfaces beyond the RFP scope is managed, and clarify whether Offeror's involvement is necessary for this process. (Section, 3, Scope of Work, 3.6(B)(4)(5)).
4. The Offeror must describe processes and approaches to set up and verify the installation of all requisite system components and environments including processes to initialize the installation of base system components, requisite third-party software, infrastructure components, and middleware. (Section, 3, Scope of Work, Section 3.6(C))
5. The Offeror must describe the Court's staffing requirements and roles, including both technical and non-technical staff, associated with the management and operations of the proposed solution including resources needed to manage any underlying technology for which the Court has the responsibility for supporting. (Section, 3, Scope of Work, Section 3.6(D))
6. The Offeror must describe the approach to providing system documentation to the Court throughout the CMS Replacement implementation, and how it plans to manage the updating of this documentation over the course of implementation. (Section, 3, Scope of Work, Section 3.6(E))
7. The Offeror must describe its approach, and controls for technology change management activities encompassing the necessary services required to effectively manage and document changes to the application, its constituent components, and any changes to the underlying application development environment components. (Section, 3, Scope of Work, 3.6(F))
8. Offeror must describe their approach to project management. At a minimum, Offeror must include how they (Section, 3, Scope of Work, 3.7(B)):
 - a. Conduct Project Pre-Planning and Preparation
 - b. Develop Kickoff Materials
 - c. Develop a baseline project schedule
 - d. Develop weekly status reports
 - e. Provide ongoing project management duties
 - f. Support deployment planning

- g. Develop project deployment plans
 - h. Update, maintain, and revise the Project deployment plan
 - i. Finalize project deployment schedule
 - j. Develop a baseline project schedule
 - k. Update/Publish the schedule and work plan
 - l. Create a configuration management plan and configuration items log
 - m. Create a stakeholder outreach and communication plan
 - n. Perform outreach to stakeholder groups
9. Offeror must describe their enterprise analysis and design approach. At a minimum, the Offeror must include: reviewing, validating, and refining the initial system requirements; collecting and reviewing the current state data and current state business processes; leading visioning sessions with stakeholders; and documenting and finalizing design decisions. (Section, 3, Scope of Work, 3.7(C))
10. The Offeror must describe their Solution Development and Configuration approach. At a minimum, the Offeror must include: an approach to complete the solution build as defined by the final design specifications such as integration with external systems, data conversion, and migration. Offeror to describe the approach in planning, managing, and executing the conversion of paper forms into digital forms. (Section, 3, Scope of Work, 3.7(D))
11. Offeror must describe their process for testing that all CMS Replacement components work as designed and configured. At a minimum, the Offeror must include the development and support of test plans, setup and management of test environments, development of test conditions, test scripts, and automated testing tools, conduct system testing and resolve defects, submit final testing results, and support UAT. (Section, 3, Scope of Work, 3.7(D))
12. The Offeror must describe their training and knowledge transfer approach. At a minimum, Offeror must include the development of a training plan, training curriculum, and materials, conducting training and evaluations, and providing adequate end-user support through user manuals or online help. (Section, 3, Scope of Work, 3.7(F))
13. Offeror must describe its plan for the activities and tasks required for the successful cutover to CMS Replacement. At a minimum, the Offeror must how it will systematically organize and prepare source code, compiled modules, business rules, documentation, and any other components of the production environment to be ready for cutover. In addition, describe its deployment approach including the approach to manage decommissioning of legacy systems as their functionality gets replaced by CMS Replacement. (Section, 3, Scope of Work, 3.7(G))

14. Offeror must describe their approach to providing support during initial production usage and for the twelve months of operations and maintenance support post-release. At a minimum, the Offeror must include support that is congruent with their proposed deployment approach, and coordination for support transition to the Offeror's team at production initiation. In addition, describe how post-production support planning will occur prior to production cutover. (Section, 3, Scope of Work, 3.8(A), (B)).
15. Offeror must describe their approach to hosting support. At a minimum, Offeror must include a description of the application hosting model, how software is delivered and consumed by the Court, and a responsibility assignment matrix of the proposed hosting support model. (Section, 3, Scope of Work, 3.10(A))
16. Offeror must describe their approach and methodology in providing support for application management, technical support, system enhancements, and other related support activities. (Section, 3, Scope of Work, 3.10(B)(1))
17. The Offeror must describe relevant patch and upgrade support services and service levels to ensure that a high-quality release management strategy can be executed during and after implementation. At a minimum, Offeror must include release strategy, tools and documentation, continuous improvement efforts, patch management process, and approach for supporting third-party patch releases. (Section, 3, Scope of Work, 3.10(B)(3))
18. Offeror must describe their management approach to application enhancements, such as assessment of change impacts, estimation of required effort to implement the change and change approval requirements. At a minimum, Offeror must include the technical approach to current and future enhancements, pricing, and resource. (Section, 3, Scope of Work, 3.10(B)(4)(a),(b))
19. The Offeror must describe their help desk and problem ticket support services and service levels. At a minimum, Offeror must include the size and structure of the help desk, hours of operation, support tools and techniques, support levels, continuous improvement efforts for the help desk, and availability of an online knowledge base. (Section, 3, Scope of Work, 3.10(B)(5))
20. Offeror must describe their service level performance management approach. At a minimum, the Offeror must include: the mechanism, tools and techniques, proposed measurements, proposed service levels, strategy for documenting service levels, performance against such service levels, format and frequency of reporting, and monitoring capabilities. (Section, 3, Scope of Work, 3.11(A))
21. The offeror must describe their approach and methodology for developing the required deliverables, including understanding the deliverables and how it plans to achieve success. The PMC is receptive to proposed approaches and potential adjustments to the deliverables, provided they remain in compliance with the specified requirements. The Offeror must include details for a project repository tool to record project deliverables and manage tasks, submission, and acceptance criteria. (Section, 3, Scope of Work, 3.12)

22. The Offeror must describe their experience in consultative support for organizational change management. The Offeror may describe how they have supported organizational change management deliverables such as a change management plan, stakeholder engagement plan, readiness assessments workforce transition. (Section, 3, Scope of Work, 3.9)

COST

1. Offeror must complete **Attachment F – Cost Workbook** and submit all associated fees.
2. Pricing proposals will be evaluated after the technical scoring of the Offeror's response to the questions mentioned above. This evaluation will be a crucial part of the process to determine which offerors fall within the Competitive Range and will be invited to participate in the demonstrations. The Offeror's pricing proposals will be evaluated by taking into consideration the overall costs of all products and services identified for the entire possible duration of the contract and which proposal provides the best value to Court.
3. Pricing proposal evaluation may take into consideration differences in the value of the various aspects of an Offeror's proposal based on market research and compared to market prices. Also, through market research, the evaluation may also take into consideration the Offeror's ability to provide the requested products and services for the price quoted in its proposal. Proposals deemed to be intentionally underbid grossly below market value may be interpreted to be materially inaccurate or misleading information subject to disqualification in accordance with Section 2.21, Right to Disqualify, of this RFP.
4. Offerors must list prices for each component/deliverable of the project. Any necessary component/deliverable of the project not listed with its price shall be deemed to be available to Court at no charge.

4.2. ROUND 2

SOLUTION DEMONSTRATIONS

As part of the evaluation, Offerors will be invited to the Solution Demonstration, if their scores in Round 1 are deemed, at the City's sole discretion, to be in the competitive range.

As part of this process, the Court may identify specific areas within the proposals that necessitate further elaboration during the demonstrations. Offerors are expected to address these areas effectively and be prepared to provide direct responses to inquiries from the evaluation team.

The general objectives of the demonstrations are to:

- **Orientate:** Provide a walkthrough of the Offeror's solution and its overall look, feel, and function.
- **Demonstrate:** Showcase how the Offeror's solution meets the specific business needs of the Court.
- **Illuminate:** Clarify in what ways the Offeror's solution will need to be configured or customized. Provide information about how proposed configurations and customizations will affect future releases and upgrades.
- **Initiate:** Allow the Court to become acquainted with the key members of the Offeror's implementation team.
- **Elucidate:** Explain the Offeror's implementation approach, resource responsibilities, and assumptions.
- **Differentiate:** Demonstrate how the Offeror's solution stands out as compared to other solutions in the market, with a particular focus on the key capabilities.
- **System demonstration shall be tailored to illustrate how the solution meets the specific needs and requirements of the Court as outlined in the RFP and **Exhibit A – Functional Requirements**.**

Individuals proposed for Key Personnel roles are expected to be present and participate in the demonstration. The location, agenda, and schedule of the demonstration will be made available in advance to the Offeror that has been selected to proceed. For each invited Offeror, demonstrations will be conducted physically on-site. A structured agenda will be used to ensure standard coverage of each invited Offeror.

5. STANDARD TERMS AND CONDITIONS

5.1. Definition of Key Words Used in the Solicitation

For purposes of this solicitation, the following definitions will apply:

“Shall”, “Will”, “Must”: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of Offer as non-responsive.

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

“May”: Indicates something that is not mandatory but permissible.

“A.R.S.”: Arizona Revised Statutes

“Buyer” or “Procurement Officer”: City staff person responsible for the solicitation. The City employee or employees who have specifically been designated to act as a contact person or persons to Contractor, and responsible for monitoring and overseeing Contractor's performance under any resulting contract, including this Agreement.

“City”: The City of Phoenix

“Contractor”: The individual, partnership, corporation, or other legal business entity who, as a result of the competitive process, is awarded a contract by the City.

“Contract” or “Agreement”: The legal agreement executed between the City and Contractor.

“Days”: Calendar days unless otherwise specified.

“Chief Procurement Officer”: The contracting authority for the City authorized to sign contracts and amendments thereto on behalf of the City of Phoenix.

“Employer”: Pursuant to A.R.S. § 23-211, any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor.

“Offer”: Response from a Supplier, Contractor, or Service Provider to a solicitation request that, if awarded, binds the Supplier, Contractor, or Service Provider to perform in accordance with the Contract. Same as bid, proposal, quotation, or tender.

“Offeror”: Any Vendor, Seller, or Supplier submitting a competitive offer in response to a solicitation from the City. Same as Bidder or Proposer.

“Solicitation”: Means an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), Request for Qualifications (RFQu) and request for sealed Offers, or any other type of formal procurement which the City makes public through advertising, mailings, or some other method of communication. It is the process by which the City seeks information, proposals, Offers, or quotes from suppliers.

“Supplier” or “Service Provider”: A firm, entity, or individuals furnishing goods or services to the City.

“Vendor or Seller”: A seller of goods or services.

5.2. Contract Interpretation

- A. **Applicable Law:** This Contract will be governed by the law of the State of Arizona, and suits pertaining to this Contract will be brought only in Federal or State courts in Maricopa County, State of Arizona.
- B. **Contract Order of Precedence:** In the event of a conflict in or between the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:
 - 1. Federal Terms and Conditions, if any;
 - 2. Special Terms and Conditions;
 - 3. Standard Terms and Conditions;
 - 4. Amendments;
 - 5. Statement or Scope of Work;
 - 6. Specifications;
 - 7. Attachments;
 - 8. Exhibits;
 - 9. Instructions to Contractors; and
 - 10. Other documents referenced or included in the Solicitation.
- C. **Organization – Employment Disclaimer:** This Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the Parties will only be those expressly set forth herein. The Parties agree that no persons supplied by Contractor in the performance of Contractor’s obligations under this Agreement are considered to be City’s employees and that no rights of City civil service, retirement, or personnel rules accrue to such persons. Contractor will have total responsibility for all salaries, bonuses, retirement, withholdings, workers’ compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the City harmless with respect thereto.
- D. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

- E. **Non-Waiver of Liability:** The City, as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.
- F. **Parol Evidence:** This Agreement is intended by the Parties as a final expression of their agreement and is intended also as a complete and exclusive statement of this Agreement's terms. No course of prior dealings between the Parties and no usage in the trade will be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement will not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing Party has knowledge of the nature of the performance and opportunity to object.

5.3. Contract Administration and Operation

- A. **Records:** All books, accounts, reports, files and other records relating to this Contract will be subject at all reasonable times to inspection and audit by the City for five (5) years after completion of the Contract. Such records will be produced at a City-designated office. Confidentiality will be maintained, and the City will not violate any proprietary or other confidentiality agreements Contractor has in place.
- B. **Discrimination Prohibited; Equal Opportunity and Pay:** Contractor agrees to abide by the provisions of Phoenix City Code, Chapter 18, Article V, as amended and applicable.

Contractor, in performing under this Contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. Contractor shall ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Contract.

Contractor further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or subleases of this agreement entered into by supplier/lessee.

If Contractor employs more than 35 employees, the following language shall also apply:

Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

Documentation: Contractor may be required to provide additional documentation to the City's Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.

Monitoring: If deemed necessary, the Equal Opportunity Department shall monitor the employment policies and practices of Contractor subject to Phoenix City Code, Chapter 18, Article V, as amended and applicable. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, including Contractor, which may include an audit of personnel and payroll records, if necessary.

C. **Legal Worker Requirements:** The City is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:

1. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations relating to their employees and their compliance with A.R.S. § 23-214, subsection A.
2. A breach of the warranty under paragraph 1 will be deemed a material breach of this Contract that is subject to penalties up to and including contract termination.
3. The City retains the legal right to inspect the papers of Contractor or any of Contractor's or subcontractor's employee(s) who work(s) on this Contract to ensure that Contractor or subcontractor is complying with the warranty under paragraph 1.

D. **Health, Environmental, and Safety Requirements:** Contractor's products, services, and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether they are referred to by the City. At the request of City representatives, Contractor will provide the City:

1. Environmental, safety, and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by Contractor under this Contract.
2. A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against Contractor or their subcontractors including dates, reasons, dispositions, and resolutions.

3. The City will have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers, and disposal facilities provided by Contractor or subcontractor. The City will also have the right to inspect operations conducted by Contractor or subcontractor, as applicable, in the performance of this Agreement. The City further reserves the right to make unannounced inspections of Contractor's facilities (during normal business hours).

- E. **Compliance with Laws:** Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes, and ordinances when performing under this Contract regardless of whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance. Because Contractor will be acting as an independent contractor, the City assumes no responsibility for Contractor's acts or obligations to comply with applicable laws, regulations, standards, codes, and ordinances.
- F. **Lawful Presence Requirement:** Pursuant to A.R.S. §§ 1-501 and -502, the City is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The above requirements do not apply to fictitious entities such as corporations, partnerships, and limited liability companies.
- G. **Continuation During Disputes:** Contractor agrees that notwithstanding the existence of any dispute between the Parties, insofar as is possible, under the terms of this Contract, Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.
- H. **Emergency Purchases:** The City reserves the right to purchase from other sources those Services or items, as applicable, which the City requires on an emergency basis and that cannot be supplied immediately by Contractor.

5.4. Costs and Payments

- A. **General:** Any prompt payment terms offered must be clearly noted by Contractor on all invoices submitted to the City for the payment of goods or services received. The City will make every effort to process payment for the purchase of material or services within thirty (30) to forty-five (45) calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.
- B. **Payment Deduction Offset Provision:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding

obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to Contractor from the City.

- C. **Late Submission of Claim by Contractor:** The City will not honor any invoices or claims tendered one year after the last item of the account accrued.
- D. **Discounts:** If applicable, payment discounts will be computed from the date of receiving acceptable products, materials, and/or services, or correct invoice, whichever is later to the date payment is mailed.
- E. **No Advance Payments:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the Scope of Work for subscription services.
- F. **Fund Appropriation Contingency:** Contractor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. Contractor and the City recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the City budget providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.
- G. **Maximum Prices:** The City will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price Contractor charges other buyers for similar Services under similar conditions, as applicable, and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or Services covered by this Offer and occurring after award will apply to the undelivered balance. Contractor will promptly notify the City of such price reductions.
- H. **F.O.B. Point:** All prices are to be quoted F.O.B. destination, unless specified elsewhere in this solicitation.

5.5. Contract Changes

- A. **Contract Amendments:** Contracts will be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of Contractor and the City. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or Contractor. All agreements shall be in writing and contract changes shall be by written amendment signed by both Parties.
- B. **Assignment - Delegation:** Neither a right nor interest in this Contract nor monies due hereunder will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor will be made without prior written permission of

the City, which may be withheld for good cause. Any assignment or delegation made in violation of this paragraph will be void.

- C. **Non-Exclusive Contract:** Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source when necessary.

5.6. Risk of Loss and Liability

- A. **Title and Risk of Loss:** The title and risk of loss of material or service will not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
- B. **Acceptance:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to Contractor. If so returned, all costs are the responsibility of Contractor. Noncompliance will conform to the termination provisions set forth in this Agreement.
- C. **Force Majeure:** Except for payment of sums due, neither Party will be liable to the other, nor deemed in default under this Contract, if and to the extent that such Party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Party affected and occurs without its fault or negligence including, but not limited to, fires, natural disasters, riots, wars, accident, and unavoidable and unforeseeable site conditions (such causes also commonly known as "Acts of God"). Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. If either Party's contract performance is delayed at any time by force majeure, the delayed Party will notify the other Party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the cause(s) of such delay in such notice. Such notice will be hand-delivered or mailed certified-return receipt and will make a specific reference to this paragraph, thereby invoking its provisions. The delayed Party will cause such delay to cease as soon as practicable and will notify the other Party in writing when it has done so. The term of this Agreement will be extended by contract amendment for a time period equal to the total time period that the delayed Party was unable to perform under this Contract as a result of the force majeure condition(s).
- D. **Loss of Materials:** The City does not assume any responsibility at any time for the protection of, or for loss of, materials from the time contract operations have commenced until City's final acceptance of Contractor's work.
- E. **Contract Performance:** Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required contractual services at the City facilities designated, unless otherwise specifically addressed in the Scope of Work, or elsewhere in this

Agreement. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under this Contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify Contractor. Contractor will have thirty (30) days from that time to correct any specific instances of unsatisfactory performance, unless a different amount of time is specified elsewhere in this Agreement. In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to its satisfaction and will deduct the cost to cover from any balances due or to become due to Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of this Agreement for default.

- F. **Damage to City Property:** Contractor will perform all work so that no damage to City building or grounds results. Contractor will repair any damage caused to the City's satisfaction at no cost to the City. Contractor will take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor will repair and finish to match existing material as approved by the City at Contractor's expense.

5.7. City's Contractual Rights

Whenever one Party to this Contract in good faith has reason to question the other Party's intent to perform, the former Party may demand that the other Party give a written assurance of its intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding Party may treat this failure as an anticipatory repudiation of this Contract.

- A. **Non-Exclusive Remedies:** The rights and remedies of the City under this Contract are non-exclusive.
- B. **Default in One Installment to Constitute Breach:** Each installment or lot of this Agreement is dependent on every other installment or lot, and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole Agreement and constitutes a total breach of this Agreement as a whole.
- C. **On Time Delivery:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by Contractor.
- D. **Default:** In case of default by Contractor, the City may, by written notice, cancel this Contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the Solicitation and/or Performance Bond, or (3) a combination of the aforementioned remedies, or other remedies as provided by law.
- E. **Covenant Against Contingent Fees:** Contract warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting

bona fide employers or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability, or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

- F. **Cost Justification:** In the event only one response is received, the City may require that Contractor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the offer price is fair and reasonable.
- G. **Work Product, Equipment, and Materials:** All work product, equipment, or materials created or purchased under this Contract belongs to the City and must be delivered to the City at the City's request upon termination of this Contract. Contractor agrees to assign to the City all rights and interests Contractor may have in materials prepared under this Contract that are "works for hire" within the meaning of the copyright laws of the United States, including any right to derivative use of the material.

5.8. Contract Termination

- A. **Gratuities:** The City may, by written notice to Contractor, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of the City making any determinations with respect to the contract performance. In the event this Contract is canceled by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of the gratuity.
- B. **Conditions and Causes for Termination:**
 - 1. This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days' written notice to Contractor. The City, at its convenience and by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City will be liable only for payment under the payment provisions for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process, and any completed but undeliverable goods will pass to the City after costs are claimed and allowed. Contractor will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.
 - 2. The City reserves the right to cancel the whole or any part of this Contract due to failure of Contractor to carry out any term, promise, or condition of this Contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:
 - In the opinion of the City, Contractor provides personnel who do not meet the contract requirements;

- In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;
- In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products, or workmanship of an unacceptable quality;
- Contractor fails to furnish the required Services and/or product within the time stipulated in this Contract;
- In the opinion of the City, Contractor fails to make progress in the performance of the requirements of this Contract and/or gives the City a positive indication that Contractor will not or cannot perform to the contract requirements.

C. **Contract Cancellation:** All Parties acknowledge that this Contract is subject to cancellation by the City pursuant to A.R.S. § 38-511.

5.9. State and Local Transaction Privilege Taxes

In accordance with applicable state and local law, transaction privilege taxes may be applicable to this transaction. The state and local transaction privilege (sales) tax burden and legal liability to remit taxes are on Contractor that is conducting business in Arizona and in the City. Any failure by Contractor to collect applicable taxes from the City will not relieve Contractor from its obligation to remit taxes. It is the responsibility of the prospective bidder to determine any applicable taxes. The City will look at the price or offer submitted and will neither deduct, add or alter pricing based on speculation or application of any taxes, nor provide advice or guidance. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting your Offer. You may also find information at <https://www.phoenix.gov/finance/plt> or <https://www.azdor.gov/Business>. Once your Offer is submitted, the Offer is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability. If the City finds over payment of a project due to tax consideration that was not due, Contractor will be liable to the City for that amount, and by contracting with the City, Contractor agrees to remit any overpayments back to the City for miscalculations on taxes included in an offer price.

5.10. Tax Indemnification

Contractor will pay all federal, state and local taxes applicable to its operation and to any persons employed by Contractor, and require the same of all subcontractors. Contractor will hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation, and require the same of all subcontractors.

5.11. Tax Responsibility Qualification

Contractor may be required to establish, to the satisfaction of City, that any and all fees and taxes due to the City or the State of Arizona for any License or Transaction Privilege Taxes, Use Taxes or similar excise taxes, are currently paid (except for matters under legal protest). Contractor agrees to a waiver of the confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in the Arizona statutes relative to State Transaction Privilege Taxes or Use Taxes. Contractor agrees to provide written authorization to the City Finance Department and to the Arizona State Department of Revenue to release tax information relative to Arizona Transaction Privilege Taxes or Arizona Use Taxes in order to

assist the Department in evaluating Contractor's qualifications for and compliance with this Contract for duration of the term of this Contract.

5.12. No Israel Boycott

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

5.13. No Forced Labor of Ethnic Uyghurs

If this Contract requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, goods, or construction, then pursuant to Title 35, Chapter 2, Article 10 of the Arizona Revised Statutes Contractor must certify and agree that it and any contractors, subcontractors, or suppliers it utilizes do not and will not use the forced labor of ethnic Uyghurs in the People's Republic of China or any goods or services produced by such forced labor. Provided these statutory requirements are applicable, Contractor, by entering this Contract, now certifies it is not currently engaged in, and agrees for the duration of the Contract to not engage in, (a) the use of forced labor of ethnic Uyghurs in the People's Republic of China; (b) the use of any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (c) the use of any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.14. Advertising

Except as required by law, Contractor shall not publish, release, disclose or announce to any member of the public, press, official body, or any other third-party any information or documents concerning this Agreement or any part thereof without the prior written consent of the City. The name of any City site on which services are performed by Contractor pursuant to this Agreement shall not be used in any advertising or other promotional context by Contractor without the prior written consent of the City.

5.15. Strict Performance

Failure of either Party (a) to insist upon the strict performance of any item or condition of this Contract; (b) to exercise, or delay the exercise of any right or remedy provided in this Contract, or by law; or (c) to accept materials, services, or obligations imposed by this Contract, or by law, will not be deemed a waiver of any right of either Party to insist upon the strict performance of this Contract.

5.16. Authorized Changes

The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time

required for performance, an equitable adjustment may be made in the price, delivery schedule, or both. Any claim for adjustment will be deemed waived unless asserted in writing within sixty (60) days from the receipt of the change. Price increases or extensions of delivery time will not be binding on the City unless evidenced in writing and approved by the Chief Procurement Officer prior to the institution of the change.

6. SPECIAL TERMS AND CONDITIONS

6.1. Term of Contract

The term of this Contract will commence on or about 04/29/2024 and will continue for a period of five **(5) years** thereafter with five **(5) one-year options** to extend the term, for an aggregate ten **(10) years**, which may be exercised at the sole discretion of the City.

6.2. Cooperative Purchasing

This Contract may be extended for use by any eligible entities, to include government agencies, any court, a county, a political subdivision, a city, municipality, or town in the State of Arizona. A current listing of eligible entities may be found at

<https://www.mesaaz.gov/business/purchasing/save> (listing Strategic Alliance for Volume Expenditures ("S.A.V.E.") members). Any such usage by an eligible entity must be in accordance with the ordinance, charter and/or procurement rules and regulations of that respective entity. Orders placed by eligible entities and payment, thereof, will be the sole responsibility of that entity. The City shall not be responsible for any disputes arising out of transactions made by other entities utilizing this solicitation.

6.3. Price

All prices offered shall be firm and fixed for the entire term of this Contract.

6.4. Method of Invoicing

Invoices must be emailed in .pdf format to invoices@phoenix.gov and must include the following:

- City purchase order number or shopping cart number
- Items listed individually by the written description and part number
- Unit price, extended and totaled
- Quantity ordered, back ordered, and shipped
- Applicable tax
- Invoice number and date
- Delivery address
- Payment terms
- FOB terms
- Remit to address

6.5. Method of Payment

Payments will be made by the City to Contractor from Contractor's submitted invoices and a copy of the signed delivery/service tickets submitted to cover items received and accepted during billing periods.

6.6. Partial Payments

Partial payments are authorized on individual purchase orders. Payments will be made for actual goods and services received and accepted by the City.

6.7. Supplier Profile Changes

It is the responsibility of Contractor to promptly update its profile in procurePHX at <https://www.phoenix.gov/procure>. If Contractor's legal identification has changed, the Procurement Officer must be notified immediately. Failure to comply with the obligations of this paragraph may result in non-payment of invoices and contract termination.

6.8. Suspensions of Work

The City reserves the right to suspend work wholly, or in part, if deemed necessary for the City's best interest. This suspension will be without compensation to Contractor, and the completion/delivery requirements will be adjusted.

6.9. Hours of Work

All work under this Contract shall be coordinated with the City's authorized Department representative. Any changes to the established schedule must have prior written approval by the City's authorized Department representative.

6.10. Post Award Conference

A Post-Award Conference will be held prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.

6.11. Performance Interference

Contractor shall immediately notify the City's authorized Department representative of any occurrence and/or condition that interferes with the full performance of this Contract and confirm it in writing within 24 hours.

6.12. Licenses and Permits

Contractor will keep current Federal, State, and local, licenses and permits required for the operation of the business conducted by Contractor as applicable to this Contract.

6.13. Miscellaneous Fees

Additional charges for fuel surcharges, delivery charges, dealer prep, environmental fees, waste disposal, shop supplies, set-up, freight and/or shipping and handling, etc., will not be paid. These costs must be incorporated in the pricing provided by Contractor.

Labor rates (Shop and On-site) shall be charged as a flat, hourly rate and are allowed only in performance of services under this Agreement. Travel hours and other incidental fees will not be permitted. Labor hours will be from "check-in" to "check-out" at the worksite.

6.14. Demonstration

The City will require a demonstration(s) of the products or services offered as part of the evaluation process. The demonstration(s) shall be provided by Contractor at no cost to the City for the period deemed sufficient to properly evaluate the product or service. The exact time, conditions, and terms of the demonstration(s) shall be provided at the time a demonstration(s) is(are) requested.

6.15. Hiring of Each Other's Personnel

Without the prior written consent of the other Party, each Party shall not actively target for hire personnel of the other through the term of this Agreement and for six (6) months after the expiration or termination of the last Statement of Work executed by them. This prohibition does not apply to, or affect in any way, the City's standard recruitment processes. The City will not pay a fee or owe any compensation, whatsoever, to Contractor if Contractor's employee files an employment application, competes successfully, and is hired into a City position. Individuals employed by Contractor and on assignment at the City may file an application for regular City employment and be considered on the same merits and qualifications as would all other applicants. For this reason, compensation paid by City to Contractor would not be appropriate and will not be incurred if such worker succeeds in the selection process and is appointed to a City position.

6.16. Liquidated Damages

If Contractor fails to deliver the supplies or perform the services within the time specified in this Contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, Contractor shall pay to the City as fixed, agreed, and liquidated damages for each calendar day of the delay, the amount of \$5,000. The City may terminate this Contract in whole, or in part, as provided in the "Default" provision. In that event, Contractor shall be liable for such liquidated damages accruing until the City may reasonably obtain delivery or performance of similar supplies and/or services. Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond its control and without fault or negligence, as determined by the City.

6.17. Holdbacks; Shift in Payment Schedule

If Contractor fails to meet, perform, or deliver any of the Deliverables specified within the Scope of Work, the City, at its discretion, may holdback (retain a portion of any payment due), or adjust the payment schedule (if applicable) until the Deliverable not met, performed, or delivered is met, performed, or delivered as specified or required.

6.18. Procurement Reports

Contractor shall submit quarterly reports in an electronic format acceptable to the City during the term of this Contract commencing one month after the effective date. These reports are due by the 15th day of the month following the reporting period. Total purchases for each department must be shown on a separate line. The report should be rounded to the nearest dollar. Contractor will provide sample forms for approval by the City.

6.19. Single Source for Production Support and Maintenance

Contractor shall be fully responsible for all production (aka operations) support and maintenance. In addition, Contractor shall have or establish a single point of contact that will accomplish or coordinate production support and maintenance. Contractor shall respond to requests for production support and maintenance as provided in the Service Level Agreement, which will be established between the Parties and incorporated into the Contract.

6.20. Warranty

Contractor will provide twelve (12) months of operations (aka production) and maintenance support after release, or Go-Live. If Contractor provides a phased deployment, the City requires twelve (12) months of operations and maintenance support per release. Contractor will coordinate the transition to Contractor's ongoing support and maintenance team upon achieving Go-Live, and initiating production. Prior to deployment, Contractor will develop processes, policies, and procedures for post-production support. Contractor must work to ensure successful adoption and user transition and keep the project active until all Deliverables have been accepted in accordance with Scope of Work, Section 3.12 Deliverables, Payment Schedule, and Acceptance Criteria.

STANDARDS AND PRACTICES:

All work performed by Contractor (inclusive of subcontractor(s)) shall conform to the generally accepted standards and practices of the trade or industry involved. All work performed by Contractor (inclusive of subcontractor(s)) shall be executed by personnel skilled in their respective lines of work and performed in a good and workmanlike manner.

QUALIFICATIONS:

Contractor represents that it is fully experienced and properly qualified; is in compliance with all applicable license requirements; and, is equipped, organized, and financed to provide and/or perform the goods and/or services purchased by the City pursuant to this Agreement.

INTELLECTUAL PROPERTY WARRANTIES:

Contractor warrants that:

- A. The hardware, software, application(s), or other technology provided to the City pursuant to this Contract (collectively, the "Technology Assets") will be free of the rightful claim of any third-party for, or by way of, infringement or misappropriation of patent, copyright, trade secret, trademark or other rights arising under the laws of the United States;
- B. No act or omission of Contractor will result in a third-party holding any other claim that interferes with the City's enjoyment or use of the Technology Assets;
- C. Contractor owns or possesses all right(s), titles(s) and license(s) necessary to perform its obligations, hereunder; and
- D. As of the effective date and throughout the term (duration) of this Agreement, Contractor has not conveyed and will not convey any rights or licenses to any third-party regarding

the Technology Assets, except to the extent the Technology Assets consist of commercial-off-the-shelf or similar software product(s).

6.21. Communication in English

It is mandatory that Contractor's lead person assigned to any City facility can speak, read, and write in English to effectively communicate with City staff.

6.22. Contractor Assignments

Contractor hereby agrees that any of its employees assigned to a City site(s), to satisfy obligations under this Contract, shall be used exclusively for that purpose during the hours when they are working in areas covered by this Contract, and shall perform no work at other City facilities to which employees have not been assigned. If other services, in addition to, or separate from, the services specified herein, may be deemed necessary by the City's authorized representative, Contractor may be requested to perform the additional or special service.

Contractor will not perform any additional or special services, or furnish any materials not covered by this Agreement unless first authorized in writing. Any services, work or materials furnished by Contractor, without prior written authorization, will be at Contractor's risk, cost, and expense, and Contractor agrees to submit no claim for compensation, or reimbursement for additional work done, or materials furnished, without having first obtained prior written authorization from the City.

6.23. Final Inspection and Approval

All services and materials provided by Contractor are subject to final inspection and acceptance by the City in accordance with the acceptance criteria provided in the Scope of Work: more specifically, (1) the Final Cutover Plan requirements and deliverables; (2) the Service Level Performance Dashboard requirements and deliverables; (3) the Monthly Production Support Report requirements and deliverables; and (4) the Project Closeout Report requirements and deliverables.

6.24. Specifications

Contractor agrees that the specifications for the Court CMS are detailed in the Functional Requirements and Technical Requirements provided as attachments to this Contract. Any additional materials or labor required to complete the project as intended shall be provided by the Contractor, even if it has not been detailed in this Contract.

6.25. Telephone Use

Contractor shall be allowed job-related use of the City telephone service at no cost to Contractor and as designated by the City for use. The Contractor will pay any cost to repair damage caused by Contractor to the telephone equipment over and above normal wear and tear. Toll calls are not permitted by Contractor employees.

A list of emergency telephone numbers shall be maintained at the work locations by Contractor and will include the Police and Fire Departments.

Personal telephone calls by Contractor employees (from all types of phones) are prohibited while performing duties under this Contract and are restricted to breaks, lunches, and personal emergencies. This includes communications between Contractor Management and onsite employees.

6.26. Transition of Contract

Contractor will, without limitation, provide important information to a successor Contractor and the City to ensure continuity of service at the required level of proficiency and agrees to provide to the City all files, supplies, data, records, and any other properties or materials of the City, which the City owns or has rights to pursuant to this Contract and which are in the possession of Contractor. The provisions of this section will survive the expiration or termination of this Contract.

6.27. Types of Work Supervision

Contractor shall provide onsite supervision and appropriate training to assure competent performance of the work. Contractor or authorized agent will make sufficient daily routine inspections to ensure the work is performed as required by this Contract.

6.28. Contractor and Subcontractor Workers Background Screening

Contractor's employees and its subcontractors' employees (collectively Contract Workers) will provide all information requested by the City and required for the City to perform background checks. The City will be responsible for performing the background checks it requires and the City will be responsible for all costs associated with performing the background checks.

In performing the background checks, the City has the sole, absolute, and unfettered discretion, to accept or reject any or all of the Contract Workers proposed for performing work under this Contract. Those Contract Workers rejected by the City for performing services under this Contract may still be engaged by Contractor for other work with the City not involving the Scope of Work and the Requirements specified under this Contract. However, such Contract Workers rejected for work under this Contract shall not be proposed to perform work under other City contracts or engagements without the City's prior approval.

Further, the City, in its sole discretion, reserves the right, but not the obligation to:

- act on newly acquired information whether or not such information should have been previously discovered;
- unilaterally change its standards and criteria relative to the acceptability of Contract Workers and/or prospective Contract Workers; and
- object, at any time and for any reason, to any Contract Worker performing work (including supervision and oversight) under this Agreement.

Any Contractor that is a sole proprietor must comply with the background check requirements; and any business partners, or members or employees of the sole proprietor that will assist on this Contract are additionally required to comply with the background check requirements, herein.

Contract Workers will not apply for the appropriate City identification and access badge(s) or keys until Contractor has received the City's written approval of Contract Workers' maximum risk background screening.

By executing this Contract, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria, and that all background screening information furnished to the City to conduct background checks is accurate and current.

6.29. Background Screening – Maximum Risk

- A. **Determined Risk Level:** The current risk level and background screening required is MAXIMUM RISK.
- B. **Maximum Risk Level:** A maximum risk background screening will be performed every **five (5)** years when the Contract Workers' work assignment will involve access or control of records that are at risk of misappropriation.
- C. **Requirements:** The background screening for maximum risk level will include a background check for verification of legal Arizona worker status under Arizona Revised Statutes § 41-4401 (e-verify and verification of employment eligibility), real identity/legal name, and will include a check for felony and misdemeanor records (to include any convictions, any outstanding warrants, parole and probation records, etc.) from any county in the United States, the State of Arizona, plus any other jurisdiction where the Contract Worker has lived at any time in the preceding seven (7) years from the Contract Worker's proposed date of hire. In addition, maximum screening levels may require additional checks as included, herein, depending on the Scope of Work ("Scope"), and may be amended if the Scope changes.

6.30. Contractor Certification; City Approval of Maximum Risk Background Screening

Unless otherwise provided, City will be responsible for:

- A. determining, under maximum risk level background checks, whether Contract Worker(s) are disqualified from performing work for the City. If a Contract Worker is disqualified, Contractor may evaluate the Contract Worker and if Contractor believes that there are extenuating circumstances that suggest that the Contract Worker should not be disqualified, Contractor will discuss those circumstances with the City. The City's decision on disqualification of a Contract Worker is final. The City's final documented decision will be an "approve" or "deny" for identified Contract Workers;
- B. reviewing the results of the background check every five (5) years;
- C. to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker;
- D. submitting a list of qualified Contract Workers to Contractor after background checks have been performed and results reviewed; and
- E. the City may, at any time, in its sole discretion, refuse to allow a Contract Worker access to an area for any of the following reasons, including, but not limited to:

1. conviction of a felony.
2. conviction of a misdemeanor (not including traffic or parking violations).
3. any outstanding warrants (including traffic and parking violations).
4. a person currently on parole or probation.
5. a person currently involved in an investigation.

6.31. Employee Identification and Access

Contract Workers are forbidden access to designated restricted areas. Contract Workers are not authorized access other than during scheduled hours. Access to City buildings will be directed by the City's authorized representative.

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

Unless otherwise provided for in the Scope of Work:

- Contract Workers must always have City issued badges and some form of verifiable company identification (e.g., badge, uniform, employee identification).
- Contractor will supply a list of the names and titles of all its employees, and subcontractors' employees requiring access to the buildings. It is Contractor's responsibility to provide the City updates regarding changes to personnel, as necessary.

6.32. Key Access Procedures

If a Contract Worker's services require keyed access to enter a City facility(ies), a separate key issue/return form must be completed and submitted by Contractor for each key issued. Contractor must submit the completed key issue/return form to the appropriate badging office.

6.33. Stolen or Lost Badges

Contractor must immediately report, on behalf of its Contract Workers, lost or stolen badges or keys to the City's appropriate badging office. If the badge/key was stolen, the Contract Worker from whom the badge/key was stolen must report the theft to the Phoenix Police Department. Prior to issuance of a new badge or key, a new badge application or key issue form must be completed, submittal of a police department report for stolen badges, and applicable payment of the fee(s) listed, herein.

6.34. Return of Badge or Key

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

6.35. Badge and Key Fees

The following constitute the badge and key fees under this Agreement, which shall be paid for at the Contractor's sole cost and expense, unless otherwise provided for in this Contract. The City reserves the right to amend these fees upon a 30-day prior written notice to Contractor.

Initial Badge Fee: \$55.00 per application

Replacement Badge Fee: \$55.00 per badge

Lost/Stolen Badge Fee: \$55.00 per badge

Replacement Key Fee: \$55.00 per key

Replacement Locks: \$55.00 per lock

6.36. Confidentiality

"Confidential Information" means all non-public, confidential, sensitive, or proprietary information disclosed or made available by the City to Contractor or its affiliates, employees, contractors, partners, or agents (collectively "Recipient"), whether disclosed before or after the term of the Agreement, whether disclosed orally, in writing, or via permitted electronic access, and whether or not marked, designated, or otherwise identified as confidential. Confidential Information includes, but is not limited to: user contents, electronic data, meta data, employment data, network configurations, information security practices, business operations, strategic plans, financial accounts, personally identifiable information, protected health information, protected criminal justice information, and any other information that by the nature and circumstance of the disclosure should be deemed confidential. Confidential Information does not include this document or information that: (a) is now or subsequently becomes generally available to the public through no wrongful act or omission of Recipient; (b) Recipient can demonstrate by its written records to lawfully have had in its possession prior to receiving such information from the City; (c) Recipient can demonstrate by its written records to have been independently developed by Recipient without direct or indirect use of any Confidential Information; (d) Recipient lawfully obtains from a third-party who has the right to transfer or disclose it; or (e) the City has approved in writing for disclosure.

Recipient shall: (a) protect and safeguard Confidential Information with at least the same degree of care as Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care, such as ensuring data is encrypted in transit and at rest and maintaining appropriate technical and organizational measures in performing the Services under this Agreement; (b) not use Confidential Information, or permit it to be accessed or used, for any purpose other than in accordance with this Agreement; (c) not use Confidential Information, or permit it to be accessed or used, in any manner that would constitute a violation of law, including, without limitation, export control and data privacy laws; and (d) not disclose Confidential Information except to the minimum number of recipients who have a need to know and who have been informed of and agree to abide by confidentiality obligations that are no less restrictive than the terms of this Agreement. If Recipient is required by law or court order to disclose any Confidential Information, Recipient will first give written notice to the City and

provide the City with a meaningful opportunity to seek a protective order to preclude or limit disclosure.

Upon the City's written request or expiration of this Agreement, whichever is earlier, Recipient shall, at no additional costs to the City, promptly return or destroy all Confidential Information belonging to the City that Recipient has in its possession or control. After return or destruction of the Confidential Information, Recipient shall certify in writing as to its compliance with this paragraph.

If applicable, Contractor agrees to comply with all City information technology policies and security standards, as may be updated from time to time, when accessing City networks and computerized systems, whether onsite or remotely.

In addition to, and not in lieu of, all other rights and remedies available to the City, Contractor will defend, indemnify, and hold the City harmless against all losses, claims, costs, attorneys' fees, damages or proceedings arising out of Contractor's breach of this Section (Confidentiality). Contractor's obligations pursuant to this Section (Confidentiality) shall not be subject to any limits of liability or exclusions as may be stated elsewhere in this Agreement.

A violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may at the City's discretion result in immediate termination of this Agreement without notice. The obligations of Contractor under this Section shall survive the termination of this Agreement.

6.37. Data Protection

The Parties agree this Section shall apply to the City's Confidential Information and all categories of legally protected personally identifiable information (collectively "PII") that Contractor processes pursuant to the Agreement. "Personally identifiable information" is defined as in the Federal Privacy Council's Glossary available at <https://www.fpc.gov/resources/glossary/>.

As between the Parties, the City is the data controller and owner of PII and Contractor is a data processor. In this Section, the term "process," "processing," or its other variants shall mean: an operation or set of operations which is performed on PII, whether or not by automated means, including without limitation: collection, recording, copying, analyzing, caching, organizing, structuring, storage, adaptation, alteration, retrieval, transmission, dissemination, alignment, combination, restriction, erasure, or destruction.

- A. When Contractor processes PII pursuant to this Agreement, Contractor shall, at no additional cost to the City:
 1. process PII only within the United States and only in accordance with this Agreement and not for Contractor's own purposes, including product research, product development, marketing, or commercial data mining, even if the City's data has been aggregated, anonymized, or pseudonymized;
 2. implement and maintain appropriate technical and organizational measures to protect PII against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including at a minimum, and as applicable, those measures specified by the National Institute of Standards and

- Technology (NIST) SP800-53; A.R.S. § 18-552 (Notification of Security System Breaches); A.R.S. § 44-7601 (Discard and Disposal of Personal Identifying Information Records); Health Information Technology for Economic and Clinical Health (HITECH) Act; Payment Card Industry Data Security Standards; and good industry practice: When considering what measures are appropriate and in line with good industry practice, Contractor shall keep abreast of current regulatory trends in data security and the state of technological development to ensure a level of security appropriate to the nature of the data to be protected and the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction, damage, theft, alteration or disclosure. At minimum, Contractor will timely remediate any vulnerabilities found within its network that are rated medium or more critical by the Common Vulnerability Scoring System (CVSS); however, Contractor must remediate vulnerabilities that are rated critical within 14 days and vulnerabilities that are rated high within 30 days. If requested by the City, Contractor shall promptly provide a written description of the technical and organizational methods it employs for processing PII.
3. not subcontract any processing of PII to any third-party (including affiliates, group companies or sub-contractors) without the prior written consent of the City; and Contractor shall remain fully liable to the City for any processing of PII conducted by a sub-processor appointed by Contractor;
 4. as applicable, implement and maintain appropriate policies and procedures to manage payment card service providers with whom Contractor shares sensitive financial information or cardholder data; and provide the City with a Qualified Security Assessor Attestation of Compliance for Payment Card Industry Data Security Standards on an annual basis, but no later than within 30 days of attestation report completion;
 5. take reasonable steps to ensure the competence and reliability of Contractor's personnel or sub-processor who have access to the PII, including verifications and background checks appropriate to the security level required for such data access;
 6. maintain written records of all information reasonably necessary to demonstrate Contractor's compliance with this Agreement and applicable laws;
 7. allow the City or its authorized agents to conduct audit inspection during the term of this Agreement, but no more than once per year, which may include providing access to the premises, documents, resources, personnel of Contractor or Contractor's sub-contractors use in connection with the Services; provided however, the City may at its sole discretion accept a qualified and industry recognized independent third-party assessment report or certification (such as SSAE 18 SOC 2 or ISO/IEC 27001) provided by Contractor at no cost to the City in lieu of the audit inspection rights of this Section;
- B. If the Contractor becomes aware of any actual or potential data breach (each an "Incident") arising from Contractor's processing obligations pursuant to this Agreement, Contractor shall notify the City at SOC@phoenix.gov without undue delay within 48 hours; and:

1. provide the City with a detailed description of the Incident, the type of data that was the subject of the Incident, and the identity of each affected person as soon as such information can be collected or otherwise becomes available;
2. take action immediately, at Contractor's own expense, to investigate the Incident and to identify, prevent, and mitigate the effects of the Incident and to carry out any recovery or other action necessary to remedy the Incident;
3. cooperate with the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable laws or as otherwise required by the City; and
4. not directly contact any individuals who may be impacted by the Incident or release or publish any filing, communication, notice, press release, or report concerning the Incident without the City's prior written approval (except where required to do so by applicable laws).

In addition to, and not in lieu of, all other rights and remedies available to the City, Contractor will defend, indemnify, and hold the City harmless against all losses, claims, costs, attorneys' fees, damages or proceedings arising out of Contractor's breach of this Section (Data Protection). Contractor's obligations pursuant to this Section shall not be subject to any limits of liability or exclusions as may be stated elsewhere in this Agreement.

A violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may at the City's discretion result in immediate termination of this Agreement without notice. The obligations of Contractor under this Section shall survive the termination of this Agreement.

6.38. Intellectual Property Rights

Contractor grants the City a nonexclusive, non-transferable (except to a wholly-owned subsidiary of the City), and royalty-free right and license to install, use, and maintain the software, application(s), or similar technology to be provided to the City pursuant to this Agreement (collectively, the "Deliverables") for the City's internal or business purposes. The City shall further have the right to reproduce the Deliverables to the extent reasonably necessary for such purposes. The City shall not, without the Consultant's prior written consent, transfer or sub-license its foregoing license rights (except to a wholly-owned subsidiary of the City) or reverse engineer, decompile, or otherwise attempt to derive source code from the Deliverables.

6.39. Notice

Any notice, consent, or other communication ("Notice") required or permitted under this Agreement shall be in writing and either: (1) delivered in person; (2) sent via email, return receipt requested, followed up by telephone call (with a voicemail left if no personal contact is established); (3) deposited with any commercial air courier, or express delivery service; or (4) sent via certified United States mail, postage prepaid.

Notice to Contractor to be sent:

NAME
COMPANY NAME
ADDRESS

ADDRESS
TELEPHONE
EMAIL ADDRESS

Notice to City to be sent:

Mr. Thomas Carroll
Court Information Systems Officer
Phoenix Municipal Court
300 W. Washington St.
Phoenix, AZ 85003-2103
(602) 534-3693 (telephone)
thomas.carroll@phoenix.gov

Notice sent by email shall also be sent by regular US mail to the intended recipient, at the respective addresses, as applicable. This requirement for duplicate Notice is not intended to change the effective date that Notice is deemed received for any Notice sent by email. (See below).

In consideration of the various forms of Notice, Notice will be deemed received as follows: (1) at the time it is personally served; (2) on the day it is sent via email and followed-up by the required telephone call (with a voicemail left if no personal contact is established); (3) on the second day after its deposit with any commercial air courier, or express delivery service; or (4) five business days after being sent by certified United States mail. Any time period stated in a Notice will be computed from the time the Notice is deemed received.

Either Party may change its mailing address, telephone number, email address, or the person to receive Notice by notifying the other Party as provided, herein, so that a written amendment updating this information can be prepared and executed.

6.40. Voluntary Execution of this Agreement

Each of the Parties to this Agreement expressly acknowledges that it has obtained independent legal advice, or had opportunity to do so, prior to the execution of this Agreement, in either case as evidenced by its signature on the Offer and Acceptance documents, herein.

7. DEFENSE AND INDEMNIFICATION

7.1. Standard General Defense and Indemnification

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

7.2. Technology Software and Hardware Contracts

INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK

In addition to any other indemnification required by this Agreement, Contractor agrees to defend, at its own expense, and to indemnify and hold harmless the City and its officers, agents, and employees from and against all judgments, claims, damages, suits, liabilities, settlements, costs and demands, including reasonable attorneys' fees, suffered or incurred by the City as a result of any claim that the Technology Assets infringe the patents, copyrights, or other intellectual property rights of third-parties, provided that Contractor is notified in writing of such claim. The City will reasonably cooperate with Contractor, at Contractor's expense, to facilitate the settlement or defense of such claim. Without limiting in any way the Contractor obligations set forth herein, if, as a result of any claim of infringement with respect to the Technology Assets, the City is enjoined from using the Technology Assets, or if Contractor reasonably believes that the Technology Assets are likely to become the subject of a claim of infringement, Contractor may, at Contractor's option and expense, (1) procure the right for the City to continue to use the Technology Assets, or (2) replace or modify the Technology Assets so as to make them non-infringing and of equal or superior functionality and capability for the purpose(s) for which the Technology Assets were provided.

The Contractor's obligation to indemnify, defend, and hold harmless the City pursuant to this subsection shall be reduced to the extent the applicable infringement is caused or alleged to be

caused by the alteration or modification of the Technology Assets by the City (including its employees and contractors other than the Contractor and its subcontractors) other than in connection with the ordinary or expected use of the Technology Assets.

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8. INSURANCE REQUIREMENTS

8.1. Contractor's Insurance

Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subcontractors. Contractor and subcontractors must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Contract.

The City in no way warrants that the limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor may purchase additional insurance as they determine necessary.

8.2. Scope and Limits of Insurance

Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a "following form" basis, and (2) all terms under each line of coverage below are met.

8.3. Commercial General Liability – Occurrence Form

General Aggregate \$2,000,000

Products – Completed Operations Aggregate \$1,000,000

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

- The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor related to this Contract.
- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

8.4. Automobile Liability

Bodily Injury and Property Damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, relating to this Contract.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

8.5. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability:

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

- Policy must contain a waiver of subrogation against the City of Phoenix.
- This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. §23-902(E), **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

8.6. Technology Errors and Omissions Liability

Each Claim \$1,000,000

Annual Aggregate \$1,000,000

- The policy must cover errors and omissions or negligent acts in the delivery of products, services, and/or licensed programs for those services as defined in the Scope of Services of this Contract.
- Contractor warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended reporting period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

8.7. Network Security and Privacy Liability (required if Contractor has access to personal or confidential data)

Each Claim \$1,000,000

Annual Aggregate \$1,000,000

Policy must cover but not be limited to (1) coverage for third-party claims and losses with respect to network risk and invasion of privacy (2) crisis management and third-party identity theft response costs and (3) cyber extortion.

Contractor warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended reporting

period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

8.8. Notice of Cancellation

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

8.9. Acceptability of Insurers

Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

8.10. Verification of Coverage

Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract must be sent directly to monica.zavalza@phoenix.gov. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

8.11. Subcontractors

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

8.12. Approval

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

9. SUBMITTALS

9.1. Copies

Please submit one original, One copies, and one electronic copy (portable drive or CD) of the Submittal Section and all other required documentation. Please do not lock the electronic copy with password protection so that the CITY may digitally incorporate the successful offer into the awarded contract.

Please submit only the Submittal Section, do not submit a copy of the entire solicitation document. This Offer will remain in effect for a period of 290 calendar days from the opening date, and is irrevocable unless it is in the City's best interest to release offer(s).

9.2. Solicitation Response Check List

Use this check list as a tool to review your submission to ensure that all required documents and forms are included.

The written offer should be:

- A. Typewritten for ease of evaluation
- B. Signed by an authorized representative of the Offeror
- C. Submitted with contact information for the individual(s) authorized to negotiate with the City
- D. Offeror's Proposal - A detailed proposal response to the questions in Section, 4, Evaluation Process, describing the firm or individual's qualifications and experience responsive to the requirements of the solicitation and evaluation criteria outlined in Section 2.14, Evaluation Criteria of this RFP.
- E. Pricing Proposal - A completed Attachment F – Cost Workbook with all requested prices, quantities, and/or discounts completed.
- F. Submittal Forms - All submittal forms are completed and signed.
 - 1. I - Submittals - Costs and Payments rev 2-2023
 - 2. J - Submittals - Conflict of Interest and Transparency rev 2-2023
 - 3. K - Submittals - Debarment & Exclusion rev 2-2023
 - 4. M - Submittals - Offer Page rev 3-2023
- G. Completed Attachments and Exhibits
 - 1. A - RFP 24-0024: Exhibit A - Functional Requirements - Case Management System Replacement Project
 - 2. B - RFP 24-0024: Exhibit B - Technical (Non-Functional) Requirements - Case Management System Replacement Project

3. C - RFP 24-0024: Attachment C - Key Personnel Resumes - Case Management System Replacement Project
4. D - RFP 24-0024: Exhibit D - Service Level Agreements - Case Management System Replacement Project
5. E - RFP 24-0024: Exhibit E – Court Interface Inventory – Case Management System Replacement Project
6. F - RFP 24-0024: Attachment F - Cost Workbook - Case Management System Replacement Project
7. G - RFP 24-0024: Attachment G - Minimum Qualifications Questionnaire – Case Management System Replacement Project
8. H - RFP 24-0024: Attachment H - Reference Questionnaire - Case Management System Replacement Project
9. L - RFP 24-0024: Attachment L - Security and Privacy Maturity Questionnaire – Case Management System Replacement Project
10. Addenda - Signed copies of all published addenda.

Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. Electronic submission is preferred. Due to file size limitations for electronic transmission, offers sent by email may need to be sent in parts with multiple emails. It is the responsibility of the Offeror to ensure that the offer is received timely and that there are no technical reasons for delay. Please refer to the Instructions Section for complete information regarding the submission of offers.



Attachment C - Key Personnel Resumes

Solicitation No. RFP 24-0024

Phoenix Municipal Court Case Management System Replacement Project

City of Phoenix
Procurement Division
258 W. Washington St.
Phoenix, AZ 85003

Attachment C – Key Personnel Resume

Answer all questions thoroughly in the spaces provided. **Complete this form in full for each one of the key personnel proposed to be involved in performing the services.** Insert or attach a separate resume as applicable, but any attached resumes are supplemental to this form and do not substitute for this form. If there are more than three (3) key personnel, please utilize the same form for each additional personnel by making copies of this page as needed.

1	Name:	X	Job title:	X
Length of employment with the company:		X years	Length of time in current role:	X years
Proposed percentage of overall time to be dedicated to the Project:		X%	Proposed position with regard to the Project:	X
Brief Summary of Professional Experience (Provide a summary of the proposed individual's professional experience)		X		
Relevant Experience (Describe the individual's experience in similar roles to the proposed key position)		X		
Education (List individual's training and education including institution, degree, major)		X		
Certifications (List any certifications relevant to the proposed key position, including type of certification)		X		
Resume:		filename		



Attachment C - Key Personnel Resumes

Solicitation No. RFP 24-0024

Phoenix Municipal Court Case Management System Replacement Project

City of Phoenix
Procurement Division
258 W. Washington St.
Phoenix, AZ 85003

Answer all questions thoroughly in the spaces provided. **Complete this form in full for each one of the key personnel proposed to be involved in performing the Services.** Insert or attach a separate resume as applicable, but any attached resumes are supplemental to this form and do not substitute for this form. If there are more than three (3) Key Personnel, please utilize the same form for each additional Personnel by making copies of this page as needed.

2	Name:	X	Job title:	X
Length of employment with the company:		X years	Length of time in current role:	X years
Proposed percentage of overall time to be dedicated to the Project:		X%	Proposed position with regard to the Project:	X
Brief Summary of Professional Experience (Provide a summary of the proposed individual's professional experience)		X		
Relevant Experience (Describe the individual's experience in similar roles to the proposed key position)		X		
Education (List individual's training and education including institution, degree, major)		X		
Certifications (List any certifications relevant to the proposed key position, including type of certification)		X		
Resume:		filename		



Attachment C - Key Personnel Resumes

Solicitation No. RFP 24-0024

Phoenix Municipal Court Case Management System Replacement Project

City of Phoenix
Procurement Division
258 W. Washington St.
Phoenix, AZ 85003

Answer all questions thoroughly in the spaces provided. **Complete this form in full for each one of the key personnel proposed to be involved in performing the Services.** Insert or attach a separate resume as applicable, but any attached resumes are supplemental to this form and do not substitute for this form. If there are more than three (3) Key Personnel, please utilize the same form for each additional Personnel by making copies of this page as needed.

3	Name:	X	Job title:	X
Length of employment with the company:		X years	Length of time in current role:	X years
Proposed percentage of overall time to be dedicated to the Project:		X%	Proposed position with regard to the Project:	X
Brief Summary of Professional Experience (Provide a summary of the proposed individual's professional experience)		X		
Relevant Experience (Describe the individual's experience in similar roles to the proposed key position)		X		
Education (List individual's training and education including institution, degree, major)		X		
Certifications (List any certifications relevant to the proposed key position, including type of certification)		X		
Resume:		filename		



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Exhibit D - Service Level Agreement

1.0 Overview

This Service Level Agreement and the attached Service Level Requirements spreadsheet (together, the “SLA”) describes the provision of production services, end user support, and hosting of the PMC CMS solution in a production environment by Offeror. It sets forth Service Level Requirements (“SLRs”) that identify key performance measures that will be used to evaluate Offeror’s delivery of the services.

1.1 Introduction

Service level reimbursements have been defined to encourage the consistent and timely delivery of services and value to PMC and are intended to reimburse PMC for the value of diminished services delivered and provide an incentive for Offeror to achieve the stated SLR objectives. They are not intended to be penalties nor compensate PMC for damages; and are not the exclusive remedy for any failure to meet any SLR.

This document describes the following:

- SLR performance measures and reporting expectations;
- Process to change or establish new SLR performance measures and/or SLRs; and
- Circumstances under which Offeror will be subject to making reimbursement for failure to achieve SLR performance targets.

2.0 Definitions

2.1 Defined Terms

For those terms not otherwise defined in this SLA, such terms shall have the definitions set forth in Phoenix Municipal Court Terms and Conditions Form (the “Agreement”).

2.2 Failure

For the purposes of this SLA, “failure” or “SLA Failure” shall mean the failure to meet, achieve, or attain the designated performance target for a specified SLR for the applicable measurement period.

2.3 Service Level Requirements

Each SLR set forth in this document identifies key performance measures that will be used to evaluate Offeror’s delivery of the services. SLRs that have been listed as being critical reflect service level requirements that provide a snapshot of the health of the services and entail fee reductions as outlined in subsequent sections of this document.

The overriding goal in developing SLRs is to support PMC’s desire to manage Offeror’s services by monitoring and measuring performance against PMC’s defined SLRs. In no event, unless mutually agreed and reduced to/reflected in writing, will the SLRs or the



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service level reimbursements set forth herein be reduced below the levels at which they are set on the effective date of the Agreement.

PMC expects the SLRs to improve over time and that new SLRs may be added to replace existing SLRs, or augment the then current list of SLRs, with the objective of reflecting change or new business requirements. PMC expects continuous improvement in Offeror's provision of the services and, therefore, expects to review SLRs at least yearly and, where appropriate, to adjust the SLRS to reflect such continuous improvement in Offeror's provision of the service.

SLRs are detailed in Exhibit A - Service Level Requirements. The SLR component definitions are included in the table below.

Table 1: SLR Component Definitions

SLR Component	Definition
Category	The specific service category that is measured (e.g., maintenance, operations, recovery, documentation).
Type	The specific service type that is measured (e.g., incident response and resolution time, root cause analysis, availability, application response time, recovery, documentation).
Name	The specific service level requirement that is measured.
Description	The specific type of service that is measured (e.g., schedule adherence, time to resolve, time to report, availability of system).
Service Level Time Frame	The dates and periods of time during which the defined service level will be measured. This time frame usually indicates the inclusion or exclusion of recognized national and state holidays.
Service Level Metric	Service-level performance metric for the work that the Agreement requires Offeror to perform.
Measurement Formula	Description of the mathematical formula used to measure the delivery of a service against the service-level metric.
Measurement Period	Time during which a SLR is to be measured to determine whether Offeror has exceeded, met, or not met the target SLR.
Reporting Period	Period of reporting that Offeror measures the target SLR.
Measurement Method	Method or tool used to calculate performance of the SLR.



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SLR Component	Definition
Service Level Priority Critical or Monitored	Identification of the SLR priority (critical or monitored), used to evaluate Offeror's delivery of the services and determine performance reimbursement. Offeror shall reimburse PMC for failure to achieve any critical SLR. Monitored SLRs are not subject to service level reimbursements but are monitored against key performance indicators (KPIs) for continuous improvement purposes.

2.4 Measurement Period

If the measurement period is designated as “monthly,” it shall mean the period commencing 12:00 a.m. on the first day of each month and ending 12:00 a.m. on the first day of the following month, and if the “measurement period” is designated as “annually”, it shall mean the period commencing 12:00 a.m. on the first day of each fiscal year and ending 12:00 a.m. on the first day of the following fiscal year.

2.5 Service Level Exceptions

In addition to scheduled downtime, as defined under the Agreement, Offeror shall not be responsible for a failure to meet any SLR to the extent that such failure is directly caused by any of the following:

- Service outages and missed SLRs due to system components owned or controlled by PMC. PMC will conduct a root cause analysis to determine reasons for outages.
- Service outages and missed SLRs due to system components owned or controlled by third-party Contractors, other than subcontractors engaged by Offeror. Offeror will conduct a root cause analysis to determine reasons for outages. This root cause analysis will serve as input to PMC in its final determination of the root cause of the service outage or missed SLR.
- Willful misconduct or violations of law by PMC or third-party Contractors, other than subcontractors engaged by Offeror.
- Service or resource reductions requested or approved by PMC and agreed to by the parties through a change request; provided that, as part of such process, Offeror has previously notified PMC in writing that the implementation of such change request would result in such failure to meet the SLR.

2.6 Changed Service Level Requirements

The parties may agree to add or otherwise make changes to the SLR in accordance with the Agreement. In respect of a new service to be added the parties will discuss and agree upon the following modifications:

- Status of the new service as an SLR;



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- Measurement tools and the methods of calculation to be used for monitoring and reporting on such new service; and
- SLRs applicable to such new service.

When setting a new SLR, the process to set the performance target for the new SLR will include the following steps (as ordered):

- i. By mutual agreement between PMC and Offeror; or
- ii. Engaging a third-party to identify a commercially common target and measurement calculation aligned with the Agreement.

At PMC's request, Offeror will provide to PMC the performance data recorded by Offeror in connection with the services for the purpose of informing PMC regarding the implementation of any such changes.

2.7 Service Level Monitoring and Measurement

Offeror will continuously monitor the CMS Solution and the services to identify, report, and correct SLR Failures and to ensure that Offeror is meeting or exceeding the SLRs as required herein. Offeror will notify PMC immediately upon knowledge of an actual or anticipated SLR Failure. "Knowledge" means facts known by any Offeror personnel, including subcontractors, performing services under this Agreement.

2.8 Measurement Reporting

Offeror will provide the ability for PMC to track and manage compliance using reports and/or dashboards.

Offeror will measure all data reasonably required by PMC to determine Offeror's performance of the measured services against the applicable SLRs set out in Appendix 2: Service Level Requirements. Without limiting the foregoing, Offeror will keep complete and accurate logs of all such data for no less than the duration of the Agreement.

Offeror will provide PMC with performance monitoring reports in a Web-based dashboard format that depict the current conditions across the CMS Solution and access to historical data and trends. Performance monitoring reports shall provide both top-level views and contextual drilldowns, as well as intuitive navigation and search mechanisms and raw data access for a broad spectrum of users and transactions.

- A. On or before the 10th calendar day of each calendar month or as otherwise requested by PMC, Offeror will deliver a performance measurement report to PMC containing:
 - i. For each measured SLR and with respect to the immediately preceding calendar month, all data relating to the provision of the service during the applicable month;
 - ii. For each measured SLR during the immediately preceding calendar month, details of Offeror's performance as measured against the SLRs for such service during the applicable month;
 - iii. Details of any scheduled downtime which Offeror believes has impacted the measured services during the applicable month; and



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- iv. Any other information reasonably requested by PMC from time to time.

For any SLRs with a measurement period of longer than a month, the provision of (ii) above shall apply for the calendar month on which the final date of the measurement period for such SLR falls.

- B. Upon PMC's request, Offeror will provide PMC data and details for measured SLRs in a form and format approved by PMC containing:
- i. All data relating to the provision of the measured SLR during the applicable day;
 - ii. Details of Offeror's performance as measured against the SLRs during the applicable day;
 - iii. Details of any measured SLRs that were supposed to be performed during the applicable day that were not fully performed as required; and
 - iv. Details of any measured SLRs that were supposed to have been performed during a previous day but were not fully performed as required on that day, and the status of such measured services.

Upon PMC's request, Offeror will provide PMC with an electronic feed of all data, immediately upon collecting the data, in a form and format that will enable PMC to use, copy, sort, manipulate, modify, analyze, extract, translate, and load the data without a requirement that PMC undertake modifications to the data or the form or format in which it was delivered in order to do so, or in any other form and format mutually agreed to by the parties.

In generating data for dashboard reports provided by Offeror, Offeror will use, for each SLR, the measurement tools and methodologies needed to adequately measure each service level, or such other means as reasonably required by PMC to confirm Offeror's compliance with the SLRs.

Offeror will also provide an online portal providing PMC with access to all the SLR data as described in this section.

2.9 Fee Reduction

The apportionment of annual "at risk" fee reductions amount for each contract year for failure to meet agreed SLRs is 18% of the then applicable annual services fee.

PMC and Offeror acknowledge that critical service levels have been set to meet the organization's minimum business requirements and therefore when a critical service level is missed, fee reductions will apply as follows:

- First occurrence – For the first service level failure for a critical SLR during a measurement period, a 5% credit of the monthly service charges will be calculated and retained for yearly reconciliation.
- Second occurrence – For the second service level failure for a critical SLR during the same measurement period, an additional 5% credit (for a total of 10%) of the monthly service charges will be calculated and retained for yearly reconciliation.



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- Third occurrence – For the third service level failure for a critical SLR during the same measurement period, an additional 5% credit (for a total of 15%) of the monthly service charges will be calculated and retained for yearly reconciliation. For clarity, this continues for every critical SLR (e.g., a maximum of 40% of the monthly service charges if there are 8 critical SLRs).

Example: Assuming monthly service charges of \$10,000, and 5% credit for missed critical SLR, the associated SLR credit would be (\$10,000 times 5% = \$500) for each missed critical SLR.

If a single incident results in the failure of Offeror to meet more than one critical service level (as determined by root cause by Offeror and accepted by PMC), PMC shall have the right to select any one of such multiple service level failures for which it shall be entitled to receive a credit. PMC shall be entitled to credits, as applicable, for the other critical service level failures that have a root cause other than the single incident referred to above. For the purpose of clarity, a single incident may impact more than one critical service level for the purpose of calculating performance against the target. This provision only addresses which of the credits are applicable.

PMC expects to develop new SLRs to reflect changing needs or new projects, and SLRs may be added to or deleted from, and critical classification of SLR's may be modified at PMC's sole discretion. In the absence of any modifications, the performance targets, SLRs, and measurement intervals therein shall apply to all contract years. SLRs shall be in place and measured as of the completion of transition.

Earn Back

For the six consecutive months after the month in which the fee reduction was incurred, if Offeror exceeds the missed critical service level requirement each measurement period by the midpoint between the performance target and perfection during the measurement period, an earn back, in the form of a one-time only fee increase that is equal to 100% of the assessed fee reduction, will be paid in the next scheduled payment. For example, if Offeror missed a critical SLR with a performance target of 95%, the next six (6) months performance would have to be at or above 97.5% for the earn back criteria to be met (97.5% being the midpoint between the current target of 95% and 100% (perfection)).

If during the earn back period the critical SLR was not met and a fee reduction assessed, the earn back opportunity for the original SLR failure is no longer available and the earn back time frame is reset.

2.10 Performance Reimbursement

Critical SLRs and monitored SLRs set forth in this SLA identify key performance measures that will be used to evaluate Offeror's delivery of the services.

Offeror shall reimburse PMC for failure to achieve any critical SLR. Monitored SLRs are not subject to service level reimbursements but are monitored against KPIs for continuous improvement purposes.

On a quarterly basis, PMC may unilaterally classify up to ten SLRs as critical, and thus, subject those classified critical SLRs to service level reimbursements. PMC must give Offeror sixty days prior written notice before any new SLR(s) are designated to be critical.



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Regardless of SLR identification (critical SLR or monitored SLR), Offeror shall perform a root cause analysis for any failure to attain an SLR. The root cause analysis will include actions and target completion dates to prevent recurrence of the failure.

PMC expects continuous improvement in Offeror's provision of the services. New SLRs may be added to replace or augment existing SLRs with the objective of reflecting changing or new requirements and improvements. Where appropriate, PMC expects to review SLRs at least each contract year and to adjust the SLRs to reflect continuous improvements in Offeror's provision of the services delivered. PMC and Offeror acknowledge that critical SLRs have been set to meet PMC's minimum business requirements, and subject to service level reimbursements when a critical SLR is missed as follows:

For each critical SLR failure during the same measurement period, 5% of the monthly charges will be reimbursed to PMC as service level reimbursement within thirty days of receipt of the applicable report.

The maximum amount of service level reimbursement in any contract year shall not exceed 18% of the charges applicable to such contract year. If Offeror fails to achieve critical SLRs eleven or more times in any rolling six month period, Offeror shall be deemed to be in default of the Agreement.



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Exhibit A – Service Level Requirements

ID	Category	Type	Name	Description	Service Level Time Frame		Performance Service Level Metric	Measurement (Meas.) Formula	Meas. Period	Reporting Period	Meas. Method	Severity
SLR-1	MX	Incident Response and Resolution	Priority 1 Incidents - Emergency; Critical Business Impact	The production CMS solution is not available; the incident disrupts an important component or critical business process in one or more business units and involved parties cannot work around the disruption manually. The problem has caused work to stop immediately and completely, which is affecting a primary business process or a broad group of users. There is no available way to work around this problem.	Response Time	30 mins	100% of the time	Performance Response = Incidents Response Within Target Per Priority/Total Incidents Per Priority	Monthly	Monthly	Service Mgmt. Tool	Critical
					Resolution Time	4 hrs.	98% (or 1 miss per month if the volume is low)	Performance Resolution = Incidents Resolution Within Target Per Priority/Total Incidents Per Priority				



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ID	Category	Type	Name	Description	Service Level Time Frame		Performance Service Level Metric	Measurement (Meas.) Formula	Meas. Period	Reporting Period	Meas. Method	Severity
SLR-2	MX	Incident Response and Resolution	Priority 2 Incidents - High; Major Business Impact	The incident affects a business process to such a great extent that it degrades a business function or affects multiple users. There may be a way to work around this problem, but the CMS solution is not easily sustainable.	Response Time	4 hrs.	95% of the time	Performance Response = Incidents Response Within Target Per Priority/Total Incidents Per Priority	Monthly	Monthly	Service Mgmt. Tool	Critical
					Resolution Time	8 hrs.	98% (or 1 miss per month if the volume is low)	Performance Resolution = Incidents Resolution Within Target Per Priority/Total Incidents Per Priority				
SLR-3	MX	Incident Response and Resolution	Priority 3 Incidents - Medium; Moderate Business Impact	The incident affects a business process, making certain functions unavailable to end users or degrading the CMS solution. There may be a way around this problem.	Response Time	1 bus. day	90% of the time	Performance Response = Incidents Response Within Target Per Priority/Total Incidents Per Priority	Monthly	Monthly	Service Mgmt. Tool	Critical
					Resolution Time	2 bus. days	85%	Performance Resolution = Incidents Resolution Within Target Per Priority/Total Incidents Per Priority				
SLR-4	MX	Incident Response and Resolution	Priority 4 Incidents - Low; Minimal Business Impact	The incident has little impact on normal business processes,	Response Time	1 bus. day	90% of the time	Performance Response = Incidents Response Within Target Per Priority/Total	Monthly	Monthly	Service Mgmt. Tool	Critical



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ID	Category	Type	Name	Description	Service Level Time Frame		Performance Service Level Metric	Measurement (Meas.) Formula	Meas. Period	Reporting Period	Meas. Method	Severity
				and Offeror can resolve it on a scheduled basis. There is a way to work around this problem.				Incidents Per Priority				
					Resolution Time	3 bus. days	85%	Performance Resolution = Incidents Resolution Within Target Per Priority/Total Incidents Per Priority				
SLR-5	MX	Incident Response and Resolution	Incident Response Time	Time to Respond	Monthly		Incident Response within 15 minutes, ≥ 95%, Incident Response within 30 minutes, = 100%	[Number of Incidents that met SLR] ÷ [The total number of Incidents in the measurement period]	Monthly	Monthly	TBD	Monitored
SLR-6	MX	Incident Response and Resolution	Incident Notification Time	Time to Respond to PMC of Priority 1 or 2 Incidents	Monthly		<15 minutes, 98% of the time	[Number of incidents within Service Level Metric] ÷ [Total number of incidents during Measurement Period] = "Percent (%) Attained" For Incidents due to change — Measure every 4 weeks	Monthly	Monthly	TBD	Monitored



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ID	Category	Type	Name	Description	Service Level Time Frame	Performance Service Level Metric	Measurement (Meas.) Formula	Meas. Period	Reporting Period	Meas. Method	Severity
SLR-7	OPS	Availability	Scheduled Downtime	Availability of CMS	Weekly	≤2 hours down time per month (per component), 100% of the time	Actual scheduled downtime per component is defined as: monthly outage duration - monthly planned outage	Weekly	Monthly	Service Mgmt. Tool	Monitored
SLR-8	OPS	Availability	Uptime	“Uptime or Production Server Availability” means the availability of in-scope infrastructure components required to conduct the normal business operation of PMC's CMS.Next applications, including processors, external storage, and system software and network connection. It checks for compliance of production servers against availability target and it excludes	Monthly	99%	[Availability (%) = 100% - Unavailability (%)] Where Unavailability is defined as: (sum outage duration x 100%) ÷ (schedule time — planned outage)	Weekly	Monthly	Service Mgmt. Tool	Critical



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ID	Category	Type	Name	Description	Service Level Time Frame	Performance Service Level Metric	Measurement (Meas.) Formula	Meas. Period	Reporting Period	Meas. Method	Severity
				scheduled maintenance.							
SLR-9	OPS	CMS Response Time	Response Time of CMS - for Solution Screens	Effective response time for users accessing CMS	Sun-Sat, 00:00-24:00 ET (7 x 24)	≤2 seconds for 90% of recorded transactions	Response time of CMS for the user to include all functions of CMS, but excluding any latency caused by third party integrations or PMC network	Daily	Monthly	Dedicated Transaction Response Time Monitoring Software	Critical
SLR-10	OPS	CMS Response Time	Response Time of CMS - for Recorded Transactions	Effective response time for users accessing CMS	Sun-Sat, 00:00-24:00 ET (7 x 24)	≤5 seconds for 99.5% of recorded transactions	Response time of CMS for the user to include all functions of CMS, but excluding any latency caused by third party integrations or PMC network	Daily	Monthly	Dedicated Transaction Response Time Monitoring Software	Critical
SLR-11	OPS	CMS Response Time	Response Time of CMS - for all Recorded Transactions	Effective response time for users accessing CMS	Sun-Sat, 00:00-24:00 ET (7 x 24)	≤20 seconds for 100% of all recorded transactions	Response time of CMS for the user to include all functions of CMS, but excluding any latency caused by third party	Daily	Monthly	Dedicated Transaction Response Time Monitoring Software	Critical



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ID	Category	Type	Name	Description	Service Level Time Frame	Performance Service Level Metric	Measurement (Meas.) Formula	Meas. Period	Reporting Period	Meas. Method	Severity
							integrations or PMC network				
SLR-12	RCVY	Recovery Time Objective (RTO) and Recovery Point Objective (RPO)	Recovery Time Objective (RTO) and Recovery Point Objective (RPO)	Recovery Time and Data Recovery	Designated recovery period following a disaster	≤8 hours with ≤1 hour of data loss	[Number of instances within Service Level Metric] + [Total number of instances during Measurement Period]	Designated recovery period following a disaster	Periodically throughout the recovery period	TBD	Critical
SLR-13	RCVY	Semi-Annual Disaster Recovery (DR) Test	Semi-Annual Disaster Recovery (DR) Test	Semi-Annual DR Test	Semi-annual	Semi-annual test completed, DR test results made available to PMC and accepted by PMC in accordance with the criteria agreed upon by Offeror and PMC prior to execution of each test, 100% of the time	[Number of instances within Service Level Metric] + [Total number of instances during Measurement Period]	Semi-annual	Semi-annual	TBD	Monitored



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ID	Category	Type	Name	Description	Service Level Time Frame	Performance Service Level Metric	Measurement (Meas.) Formula	Meas. Period	Reporting Period	Meas. Method	Severity
SLR-14	MGMT	Release Documentation	Release Documentation delivered within agreed timing	Documentation received within agreed time prior to release date	Monthly	All documentation is available; customizable online documentation and training materials such as context-specific help, search capability, organization-specific business process documentation and process maps	[Number of instances (releases) within Service Level Metric] ÷ [Total number of instances during Measurement Period]	Monthly	Quarterly	TBD	Monitored

	Attachment G – Minimum Qualifications Questionnaire Solicitation No. RFP 24-0024 Phoenix Municipal Court Case Management System Replacement Project	City of Phoenix Procurement Division 258 W. Washington St. Phoenix, AZ 85003
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Submittal: Minimum Qualifications Questionnaire

Submittal:

All forms provided in the submittal section must be completed and submitted with the Offer. The Minimum Qualifications Questionnaire is one such required form and shall be completed, signed, and submitted with the offer as a requirement to be determined responsive.

Reasonable susceptibility is established based on the evaluation criteria set forth in the Request for Proposal. Conformance to the Minimum Qualifications established within the Request for Proposal is required to ensure that experienced, capable offers with operational and financial capacity are providing solutions that meet the requirements specified in the Scope of Work.

In accordance with RFP 24-0024, Section, 2, Instructions, 2.24 regarding *Determining Responsiveness, Financial Stability, and Responsibility*, Offers determined non-responsive or non-responsible will not be considered for further evaluation.

Minimum Qualifications Questionnaire and Checklist of Support Documentation:

Please complete the questionnaire below. By completing the questionnaire, the offeror is attesting to the truthfulness of the responses and acknowledges that the offeror understands the assurance of response and completion is subject to the City's authority and sole discretion to determine responsiveness.

If answering YES to any of the eight (8) questions, attach the requested support documentation to this form. The YES response will require support documentation. Check the *Attached* box indicating that the support documentation has been attached. The support documentation attachments shall be organized in the order in which the questions are listed and must clearly reference each associated question number.

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Minimum Qualifications Questions:		YES	NO
1.	Does the Offeror have a minimum of five (5) years' experience providing products and services associated with this solicitation?		
	If YES, the Offer shall attach a document in support of the minimum qualification met that includes the total number of years and a brief list of the products and services provided through the years listed.	Attached ☐	
2.	Has the Offeror completed a minimum of two (2) implementations of large-scale CMS projects that included data conversion, system integration, and interfaces? For the purposes of this solicitation, a large-scale case management system is defined as similar in scope, size and complexity or larger of the Court's legacy CMS.	☐	☐
	If answered YES, the Offeror shall provide a listing of information to support the minimum qualification met. The summary shall include information such as project start and end dates, implementation summary statements, objectives, business outcomes and deliverables.	Attached ☐	
3.	Has the Offeror within the past seven (7) years, implemented in production, at least two (2) CMS solutions in a court that includes limited jurisdiction matters or cases within the United States? Examples must be for courts that provide functional and technical capabilities as described in Table 1 – CMS Replacement Functional and Technical Categories.	☐	☐
	If answered YES, the Offeror shall provide a listing of information that (at a minimum) includes project start and end dates, objectives, business outcomes, number of charges processed per year, number of court users, number of system interfaces, and identified case types.	Attached ☐	
4.	Has the Offeror completed and submitted the requirements of 2.16.B, Pre-Award Qualifications, identifying the option to provide one (1) of the following: Attachment L – IT Security and Privacy Maturity Questionnaire, or a Service and Organization Controls (SOC) 2; or Statement on Standards for Attestation Engagements No. 18 (SSAE 18)	☐	☐
	If answered YES, the Offeror shall provide the documents and clearly indicate which requirement was submitted.	Attached ☐	



Attachment
G – Minimum Qualifications Questionnaire
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Minimum Qualifications Questions Continued:		YES	NO
5.	Has the Offeror had a contract within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract?	☐	☐
	If answered YES, the Offeror shall provide a summary of the situational example including size and scope of the projects involved.	Attached ☐	
6.	Has the Offeror's record of performance included factual evidence of failure to satisfy the terms of the Offeror's agreement with any party to a contract? (Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references.)	☐	☐
	If answered YES, the Offeror shall provide a listing of the factual evidence that is available for review upon request. The list shall include dates, document descriptions and the parties involved.	Attached ☐	
7.	Is the Offeror legally qualified to contract with the City of Phoenix and the Offeror's financial, business, personnel, or other resources including subcontractors? (<i>Legally Qualified</i> includes being debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.)	☐	☐
	If answered YES, the Offeror shall provide a summary of the cause for the qualifying event (debarment, suspension, or prohibition) including dates and the identification of the issuing agency or organization.	Attached ☐	
8.	Is the Offeror financially stable and able to substantiate the financial stability of the organization? This includes the ability to, upon request, provide current financial statements or other financial information deemed appropriate which documents past sales history. Documentation must be provided within five (5) business days of the possible request.	☐	☐
	If answered YES, the Offeror shall provide a listing of support documentation that would be available immediately upon and eventual request.	Attached ☐	

	Attachment G – Minimum Qualifications Questionnaire Solicitation No. RFP 24-0024 Phoenix Municipal Court Case Management System Replacement Project	City of Phoenix Procurement Division 258 W. Washington St. Phoenix, AZ 85003
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The Offeror acknowledges the responses to the questionnaire to be current and true at the time of the submittal. The signature of the duly authorized representative of the Offer shall be applied in order for the submittal to deemed complete.

Offeror/Company Name: _____

Title of Authorized Official: _____

Signature: _____ Date: _____

COSTS AND PAYMENTS

(please complete and return with the submittal)

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

_____ Contractor offers a prompt payment discount of either _____% - 30 days or 0% – 45 days - to apply after receipt of invoice or final acceptance of the products (invoice approval), whichever date is later, starts the 30 days. If no prompt payment discount is offered, the default is 0%, net 45 days; effective after receipt of invoice or final acceptance of the products, whichever is later. **Payment terms offering a discount will not be considered in the price evaluation of your offer.**

_____ Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by the City's servicing bank ("Bank"). By checking this box, the vendor accepts transaction costs charged by their merchant bank and agrees not to transfer to the City those extra charges. The City will not pay an increase in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges the vendor will owe the City all costs. The vendor may opt-out of the SUA program once, but then may not rejoin during the same contract term. **For more information about the SUA program or to enroll, send email to mailbox.sua@phoenix.gov.**

CONFLICT OF INTEREST AND TRANSPARENCY FORM

(please complete, sign, and return with the submittal)

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

1. Name of person submitting this disclosure form.

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First	MI	Last	Suffix
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2. Contract Information

Solicitation # or Name:

3. Name of individual(s) or entity(ies) seeking a contract with the City (i.e. parties to the Contract)

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4. List any individuals(s) or entity(ies) that are owners, partners, parent, sublessees, joint venture, or subsidiaries of the individual or entity listed in Question 3. Please include all Board members, executive committee members and officers for each entry. If not applicable, indicate N/A.

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5. List any individuals or entities that will be subcontractors on this contract or indicate N/A.

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

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6. List any attorney, lobbyist, or consultant retained by any individuals listed in Questions 3, 4, or 5 to assist in the proposal or seeking the resulting contract. If none, indicate N/A.

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7. Disclosure of Conflict of Interest:**A. City Code Section 43-34**

Are you aware of any fact(s) with regard to this solicitation or resulting contract that would raise a “conflict of interest” issue under City Code Section 43-34?

“An elected City official or a City employee shall not represent any person or business for compensation before the City regarding any part of a procurement, including any resulting contract, if during the time the elected official is or was in office or the employee is or was employed by the City such elected official or employee played a material or significant role in the development of the solicitation, any other part of the procurement, or the contract award.”

- ☐ I am not aware of any conflict(s) of interest under City Code Section 43-34.
- ☐ I am aware of the following potential or actual conflict(s) of interest:

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

State law and the Phoenix City Charter and Code prohibit public officers or employees, their close relatives, and any businesses they, or their relatives, own from (1) representing before the City any person or business for compensation, (2) doing business with the City by any means other than through a formal procurement, and (3) doing business with the City without disclosing that the person has an interest in the contract. This prohibition extends to subcontracts on City contracts and also applies to parent, subsidiary, or partner businesses owned by a public officer or employee. See A.R.S. Sections 38-501 through 38-511, for more information (City Charter, Chapter 11, applies the state conflict-of-interest law to City employees).

Please note that any contract in place at the time a person becomes a public officer or employee may remain in effect. But the contract may not be amended, extended, modified, or changed in any manner during the officer's or employee's city service without following city administrative regulations.

Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under A.R.S. Sections 38-501 through 38-511 (See Arizona Revised Statutes regarding conflict of interest at www.azleg.gov).

- ☐ I am not aware of any conflict(s) of interest under Arizona Revised Statutes Sections 38-501 through 38-511.
- ☐ I am aware of the following conflict(s) of interest:

8. Acknowledgements

A.Solicitation Transparency Policy – No Contact with City Officials or Staff During Evaluation

- ☐ I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.
- ☐ This “no-contact” provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to **disqualification**.

B.Fraud Prevention and Reporting Policy

- ☐ I acknowledge that the City has a fraud prevention and reporting policy and takes fraud seriously. I will report fraud, suspicion of fraud, or any other inappropriate action to: telephone no. 602-261-8999 or 602-534-5500 (TDD); or aud.integrity.line@phoenix.gov.

The purpose of the fraud policy is to maintain the City's high ethical standards. The policy includes a way for our business partners to report wrongdoing or bad behavior. Suspected fraud should be reported immediately to the Phoenix Integrity Line. The City has adopted a zero-tolerance policy regarding fraud.

OATH

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

PRINT NAME

TITLE

SIGNATURE

DATE

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

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY
AND VOLUNTARY EXCLUSION**

(please sign and return with the submittal)

The prospective participant (Contractor for a federally funded project) certifies, by submission of this solicitation and certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Where the prospective participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this solicitation.

THE PARTICIPANT (Contractor for a federally funded project), CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. 3801 ET SEQ. ARE APPLICABLE THERETO.

Authorized Official Name

Signature

Title of Authorized Official

Date



(please complete, sign, and return with the submittal)

Arizona Sales Tax No. _____
 Use Tax No. for Out-of-State Suppliers _____
 City of Phoenix Sales Tax No. _____
 Arizona Corporation Commission File No. _____

Enter City's Registration System ID Number
Located at City's eProcurement website (see SECTION 2
– INSTRUCTIONS - CITY'S REGISTRATION)

Authorized Signature _____ Date _____

Print Name and Title (President, Manager, Member)	Offeror Legal Name and Company Type (LLC, Inc., Sole Proprietor)
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Street Address: _____
 City, State, Zip Code: _____
 Telephone Number: _____
 Email Address: _____