



City of Phoenix

REQUEST FOR PROPOSALS
AVN RFP 24-0181
IT STAFFING SERVICES

City of Phoenix Aviation Department
2485 E Buckeye Rd
Phoenix, AZ 85034

SOLICITATION PUBLISH DATE: April 30, 2024

WRITTEN INQUIRIES DUE DATE: May 10, 2024 @ 5:00 PM

OFFER DUE DATE: June 7, 2024 @ 11:00 AM

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IT Staffing Services

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A – Fee Schedule

B – Required Submittal Documents

- Offer
- Acceptance of Offer
- Conflict of Interest and Transparency Form
- Costs and Payments
- Emergency 24-Hour Service Contact
- Proof of Minimum Qualifications

C – Sensitive Security Information (SSI) Acknowledgement Form

Exhibits:

A – Supplemental Terms and Conditions to All Airport Agreements

1. Introduction

1.1. Summary

The City of Phoenix Aviation Department ("City" or "Aviation") is seeking qualified Contractors to enter into multiple Contracts to provide onsite IT (Information Technology) Staffing Services at Phoenix Sky Harbor International Airport (PHX) for Aviation's Technology Division.

1.2. Background

PHX is Arizona's largest and busiest airports, among the largest commercial airports in the United States. Contracted IT staff are necessary to support campus IT operations and serve internal and external customers at PHX. Aviation currently utilizes multiple IT Staffing Services contracts to fill various IT positions.

1.3. Contact Information

Kyle Brack

Procurement Officer

2485 E Buckeye Rd

Phoenix, AZ 85034

Email: kyle.brack@phoenix.gov

Phone: [\(602\) 683-3886](tel:(602)683-3886)

1.4. Timeline

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. All dates and times are local Phoenix time.

To request a reasonable accommodation or alternative format for any public meeting, please contact the Procurement Officer (Kyle Brack) at (602) 273-3402/Voice or 711/TTY, or kyle.brack@phoenix.gov, no later than two (2) weeks prior to the meeting.

Solicitation Publish Date	April 30, 2024
Pre-Offer Conference (Non-Mandatory)	May 8, 2024 @ 10:00 AM To RSVP / register, please visit: https://cityofphoenix.webex.com/weblink/register/ra564694fc8c02decdaee43b8bf130222
Written Inquiries Due Date	May 10, 2024 @ 5:00 PM
Offer Due Date	June 7, 2024 @ 11:00 AM Public offer opening will begin @ 11:15 AM To attend virtually, please visit: https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=m104826f3b10650a1eb6ab8107b80bbe1 Join by phone: +1-415-655-0001 US Toll Access code: 2633 046 0348
Award Recommendation and Protest Period (Tentative)	September 2024

** Please note: Registration / RSVP for the Pre-Offer Conference is required in order to obtain the meeting information. An Offeror who wishes to join the Pre-Offer Conference is required to register using the weblink or access code provided prior to the meeting. Upon completion of registration, the meeting information will be forwarded to the registered email address.

2. Instructions

2.1. Description – Statement of Need

The City of Phoenix invites sealed offers for IT Staffing Services for a five-year (5) period commencing on or about October 1, 2024, in accordance with the specifications and provisions contained herein or the “Effective Date” which is upon award by the City Council, conditioned on signature and recording by the City Clerk’s department, as required by the Phoenix City Code, whichever is later.

This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.

Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence: by reaching the end of the term including any extensions exercised, or termination pursuant to the provisions of this Agreement.

2.2. City’s Vendor Self-Registration and Notification

Offeror 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. The product category codes are 962690000 (Personnel Svcs, Temp), 918710000 (IT Consulting), 918300000 (Comp Network Consult), and 918290000 (Comp Software Consult).

2.3. Preparation of Offer

All forms provided in Submittal 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.

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

- A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
- B. Study and carefully correlate Offeror’s knowledge and observations with the solicitation and other related data.
- 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 City does not reimburse the cost of developing, presenting, or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.
- E. Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.
- F. Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.
- G. Prices will be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.

2.4. Fixed Offer Price Period

All offers shall be valid, firm, and fixed for a period of 180 calendar days from the solicitation opening date.

2.5. Obtaining a Copy of the Solicitation and Addenda

Interested Offerors may download the complete solicitation and addenda from <https://solicitations.phoenix.gov/Solicitations/Details/1805>. 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, Aviation Headquarters, 2485 East Buckeye Road, Phoenix, Arizona 85034. It is the Offeror's responsibility to check the website, read the entire solicitation, and verify all required information is submitted with their Offer.

2.6. 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.

2.7. 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.

2.8. Addenda

The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix regarding this solicitation. Any changes will be in the form of an addendum. **The Offeror must acknowledge receipt of any/all addenda by signing and returning the document(s) with the Offer submittal. Failure to acknowledge receipt and return signed addenda may result in the Offer being deemed non-responsive and rejected.**

2.9. Business in Arizona

The City will not enter 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 a contract with the City.

2.10. 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.

2.11. 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 must 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.

2.12. Submission of Offer

Submission of Offer – Hard Copy Submission:

Offers must be in possession of the Aviation 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 Aviation's clock.

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

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

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

For "In-Person" and "via Carrier (i.e. USPS, FedEx, UPS, etc.)" Delivery: Offers will be received at the Aviation Headquarters located at 2485 East Buckeye Road, Phoenix AZ 85034 in the lobby during normal business hours (8:00 am – 5:00 pm Local Phoenix, AZ Time). Offer should be clearly identified outside of the package as designated above.

The Offeror is responsible for managing potential delays. The City does not make exceptions for delays caused by the Carrier. It is the Offeror's responsibility to ensure that the Offer is timely submitted.

Submission of Offer – Electronic Submission:

The City of Phoenix Aviation Department is accepting electronic Offers for this solicitation, in addition to other methods of submitting sealed offer packages (hard copies). Offerors are responsible for submitting the electronic offer on or before the Solicitation Deadline.

For "Electronic" Submittal: Offers must be submitted via email to avn.solicitations@phoenix.gov and kyle.brack@phoenix.gov. Due to file size limitations of 100mb for electronic transmission (for sending or receiving), offers sent by email may need to be sent in parts with multiple emails. 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 (including all parts if sent in multiple emails) was received on or prior to the Solicitation Deadline. The solicitation number and title "**AVN RFP 24-0181 IT Staffing Services**" must be included on the subject line of the email when submitting your Offer.

Offeror may submit electronic signatures on documents that do not require notarization. Please ensure that electronically signed documents are submitted in separate pdf files. The City does not accept electronic signatures for notarized documents, including bonds, guaranties, powers of attorney, or affidavits. These documents must be submitted in paper form (hard copy) with original or "wet-signatures" at time of the Offer Due Date.

It is the responsibility of the Offeror to ensure that the Offer is timely, including confirming that there are no technical reasons that any Offer submitted electronically may be delayed.

2.13. Withdrawal of Offer

At any time prior to the solicitation 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.

2.14. Offer Results

Offer openings will take place on their designated date and time indicated in the Schedule of Events, through remote video and telephone conference with the link and dial-in phone number below:

Meeting Link:

<https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=m104826f3b10650a1eb6ab8107b80bbe1>

Join by phone: +1-415-655-0001 US Toll

Access code: 2633 046 0348

The name of each Offeror will be read and/or viewed. Offers are not available for public inspection until after the City has posted the public notice of award recommendation on the City's website.

The City will post the Offeror's name on the City's website, <https://solicitations.phoenix.gov/Awards> within five (5) business days of the offer opening. Offers are not available for public inspection until after the City has posted the award recommendation on the City's website. Once the City has reviewed the offers, the City will post an award recommendation on the website. The City will not provide any further notification to unsuccessful Offerors.

2.15. Offer Evaluation Criteria

In accordance with the 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 criteria are listed in the relative order of importance and more details are provided in Scope of Work. The following evaluation criteria will be used to evaluate all Offers:

Evaluation Criteria (maximum 1000 points) listed in relative order of importance

Evaluation Criteria #1 – Qualifications and Experience of Firm	400 pts
Evaluation Criteria #2 – Method of Approach	350 pts
Evaluation Criteria #3 – Fee Schedule	250 pts

2.18. Certificates of Insurance

Upon notification of a recommended award, the Offeror will have **30 calendar days** to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.

2.19. Minimum Qualifications: Offeror must meet all minimum qualifications listed below. Should an Offeror fail to meet one or more of the minimum qualifications, the Offer will be deemed non-responsive and rejected. Offeror must demonstrate proof of meeting minimum qualifications by providing supporting documentation for each requirement.

1. Offeror must have experience providing contracted IT Staffing Services without interruption for the past ten (10) years.
2. Offeror must have provided IT Staffing Services to at least five (5) public sector organizations in the U.S. with at least 1,000 employees within the last ten (10) years.
3. Offeror must have placed a minimum of ten (10) contracted IT staff within each of the Offeror's any two (2) contracts within the last five (5) years.
4. Offeror must have experience staffing 75% of the Core Positions, as listed in this Scope of Work, within the last five (5) years.

2.20. Award of Contract

Unless otherwise indicated, award(s) will be made to the most responsive, responsible Offeror(s) who are regularly established in the service, or providing the goods, contained in this solicitation and who have 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 the Solicitation. This may include performance history on past and current government or industrial contracts; and,
2. Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,
3. Safety record; and,
4. Offeror history of complaints and termination for convenience or cause.

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

C. A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Offers do not become contracts until they are executed by the Aviation Director or Deputy Aviation Director. A contract has its inception in the award, eliminating a formal signing of a separate contract.

For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, and in any addendum or contract amendment.

2.21. Solicitation Transparency Policy

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

As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff. 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 Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.

This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **OFFERORS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** 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(s) are awarded, or all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

2.22. 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 addendum to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City

determines that it is in the City's best interests to set new deadlines, amend the solicitation, cancel or re-bid.

Therefore, unless otherwise notified by a formal addendum, 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(s) to an Offeror(s). Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City's full and final discretion.

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.

2.23. 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. If an Offeror believes that a specific section of its Offer response is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Offeror may request specific information contained within its Offer is 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. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Offerors 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.

2.24. Late Offers

Late Offers must be rejected, except for good cause. If a late Offer is submitted, the City 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.

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

2.26. Site Inspection

Offerors should visit the site and familiarize themselves with any conditions that may affect performance and submittal prices. Submission of an offer will be prima facie evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions affecting performance and submittal prices.

2.27. Contract Award

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

2.28. Determining Responsiveness 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: Non-responsive 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 non-responsive.

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 non-responsive. 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 non-responsive.

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 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 the solicitation will not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is made by the City as it deems necessary. A review of responsibility may occur up to contract award.

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.

2.29. Evaluation of Competitive Sealed Offers

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

2.30. 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.

2.31. Offers Not Within the Competitive Range

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

2.32. 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 may be required to provide a demonstration of their product.

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

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 during these meetings. But the City in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the City may instruct any Offeror to remove the conditions, exceptions, reservations, or understandings. If the Offeror fails to do so, the City may determine the Offer is non-responsive, 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 about other Offers received in response to this solicitation. During discussions with Offerors in the Competitive Range, the City will not give Offerors specific prices or specific financial requirements that Offerors must meet to qualify for further consideration. The City may state that proposed prices are too high with respect to the marketplace or otherwise unacceptable. Offerors will not be told of their relative rankings before Contract award.

2.33. 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. Introduction

The City of Phoenix Aviation Department (“City” or “Aviation”) is seeking qualified Contractors to enter into multiple Contracts to provide onsite IT (Information Technology) Staffing Services at Phoenix Sky Harbor International Airport (PHX) for Aviation’s Technology Division.

3.2. Background

Aviation manages an airport system comprised of Phoenix Sky Harbor International Airport (PHX), Phoenix Deer Valley Airport (DVT), and Phoenix Goodyear Airport (GYR). PHX is one of the busiest large-hub airports in the U.S. quickly approaching 50 million passengers annually. Contracted IT staff are necessary to support campus IT operations and to serve internal and external Aviation customers. Aviation currently utilizes multiple IT Staffing Services contracts to fill various IT positions.

3.3. Aviation Department Representative (ADR)

The ADR for this Contract is Genie Usher, or her designee, with Aviation’s Technology Division. Genie can be reached by emailing genie.usher@phoenix.gov. The ADR will coordinate all work and will be the sole judge regarding the acceptability and quality of work. The ADR must be consulted for any issues that arise during the term of this Contract.

3.4. Contractor's Responsibilities

Contractor must submit resumes for competent, reliable, skilled, and licensed and/or certified personnel (as applicable) who demonstrate the ability to satisfactorily provide the required services.

Contractor must perform necessary verification and validation of the credentials, experience, and skill sets of candidates prior to submitting to the City for consideration.

Contractor will only submit resumes for candidates that meet or exceed the minimum educational and technical requirements listed for the requested position.

Contractor will include an hourly rate with each resume that is consistent with the hourly rate range included in **Attachment A – Fee Schedule**.

Contractor’s Employee(s) will be expected to be productive immediately. The City will not provide, nor be responsible for any formal training regarding preparation of the basic knowledge, skills and abilities of the job assigned to. Exemptions include training of internal systems and programs required to perform the duties assigned.

Contractor will acknowledge receipt of the City's written notification informing Contractor that in the opinion of the City the ongoing performance of the Contractor's employee does not conform to the provisions of the position, SOW and/or Purchase Order. Upon receipt of the written notification:

The City will notify Contractor about poor work performances of Contractor’s Employee(s), including those triggering health and safety concerns, and the Contractor shall determine whether corrective action is appropriate. If Contractor pursues corrective action, Contractor shall be

responsible for determining the corrective action and the timeframe for which such corrective shall occur. In the event Contractor's Employee's poor performance is not corrected or if the poor performance puts others at risk for health and safety reasons, including the City's employees, workplace, service recipients, and/or public, and the Contractor fails to correct the situation immediately with Contractor's Employee, the City may cancel the airport badge of Contractor's employee and/or remote access privileges to eliminate the risk. The City also may seek any legal remedy available under the Contract, including termination

If Contractor determines that the Contractor's Employee will be terminated or the City cancels the Contractor's Employee's airport badge and/or remote access privileges, the Contractor shall submit to the City resumes for replacement candidate(s) within five (5) working days upon request by the City. The City will not bear the cost of training time, background checks, ID badges, drug testing, and related matters. The City will have no further financial obligation or financial liability for the Contractor's Employee if Contractor's Employee is terminated under the Contract and/or the Contractor's Employee's badge and/or remote access is canceled under this Contract.

If the corrective action corrects Contractor's Employee's performance under the Contract and the poor performance was not considered a health and safety risk to the City and others, the Contractor's Employee shall continue to perform services under the Purchase Order until the Purchase Order specified assignment end date or funds are exhausted unless amended or as instructed by the City.

Contractor understands and shall notify Contractor's Employee(s) that Contractor's Employee(s) performing work under this Agreement are not considered City employees. Contractor also understands, and shall notify the Contractor's Employee(s), that the Contractor and Contractor's Employee(s) are not eligible for any City benefits including the City of Phoenix Employees' Retirement System (COPERS), healthcare benefits, and paid City holidays, among others.

If at any time a Contractor's Employee leaves for any reason, the Contractor shall be responsible for collecting any unreturned keys, ID badges, equipment, work materials, documentation, and other property of the City that may be in the possession of a Contractor's Employee as identified by the City. If the Contractor cannot collect the requested items, the Contractor will be liable to the City and will reimburse the City for the items and/or damages within fourteen (14) days from receipt of the City's invoice or notice to Contractor.

The awarded Contractor will work with the City's incumbent Contractor and Contractor's Employee(s) to transition existing and active Contractor's Employee(s) to a new Contract.

3.5. City's Responsibilities

Contractor's Employee(s) will be monitored by City staff as it relates to work schedule, daily assignments, and work assignments.

The City will provide instruction(s) and information to the Contractor's Employee(s) regarding relevant City and Airport work policies, procedures, and standards.

The City will provide all equipment, materials, supplies, tools, facilities, space, and supervision necessary to perform the assignment, unless prior written arrangements between the Contractor and the City are made.

The City will notify the Contractor in the event a Contractor's Employee fails to adhere to the City's directions, security, safety regulations, or demonstrates that they are not qualified to perform the required duties.

The City will provide written notification to the Contractor, if in the opinion of the City, the ongoing performance of a Contractor's Employee does not conform to the provisions of the position as described in this Scope of Work.

The City and Contractor will consult with each other and may determine if a corrective action period is appropriate. If a corrective action period is approved, a written corrective action shall be established by Contractor that contains the corrective action(s) items or steps that must be taken and the period of time for completion.

The City will approve the Contractor's work schedules for Contractor's Employee(s) so the schedules correlate to the operational needs of the Airports that function every day of the year and 24/7. The Contractor will staff the work schedules as necessary.

3.6. Core Positions Overview

Core Positions represent the most frequently requested IT positions. The Scope of Work is not limited to the core positions listed below. During the term of this Contract, the City reserves the right to add or remove Core Positions if it is in the best interests of the City to do so.

- A. Application Developer
- B. Application Support Specialist
- C. Business Analyst
- D. Business Intelligence (BI) Developer / Data Analyst
- E. Data Warehouse / Data Analytics Engineer
- F. Database Engineer
- G. Desktop / Field Support Specialist
- H. Enterprise Architect
- I. GIS Analyst
- J. GIS Engineer
- K. GIS Application Developer
- L. GIS Technician
- M. Cybersecurity Engineer
- N. Network Engineer
- O. Senior Application Developer
- P. Senior Desktop / Field Support Specialist

- Q. Software Quality Assurance / Test Engineer
- R. Systems Engineer
- S. Electronics Technician
- T. Network Operations Center (NOC) / Systems Monitoring Engineer
- U. Solutions Architect
- V. Oracle Unifier Software Specialist
- W. Artificial Intelligence (AI) / Machine Learning (ML) Engineer
- X. Data Architect
- Y. User Interface (UI) / User Experience (UX) Developer
- Z. SharePoint Developer
- AA. Mobile Application Developer

3.7. Core Positions

A. Application Developer

1. General Description: The Application Developer contributes to the development of applications, web services, and back-end software that facilitate the achievement of business outcomes and improve business efficiencies and processes through leveraging technology. The Application Developer writes, builds, and deploys software applications, is well versed in one or more programming languages, and is proficient in the art of structuring and developing software code for software or a program. Although the primary job role is writing code, the Application Developer may also gather requirements for software, design, or overall software architecture, software documentation, and provide support for internally developed or commercial applications. Application Developer role also provides support and monitors enterprise applications and systems. Application Developer provides technical support to teams within the organization and to external partners when required. Application Developer interacts with vendors and support teams. Application Developer will investigate incidents and escalate, troubleshooting issues with systems and software.
2. Minimum Education and Technical Requirements
 - a. Bachelor's degree from an accredited university in computer science, computer information systems, or equivalent technical field
 - b. 3+ years of professional application development and systems analysis experience
 - c. 3+ years of working with a relational database system such as MS SQL Server or Oracle
 - d. 3+ years' experience with .NET C#

- e. 1+ years of experience with MS Power Platform including PowerApps, Power Pages, and Power Automate
 - f. 1+ years of experience with PowerShell
 - g. Experience managing and scheduling periodic maintenance updates
 - h. Experience working in modern IDE environments such as Visual Studio, Visual Studio Code, IntelliJ, XCode, Eclipse.
 - i. Strong skills in object-oriented programming and programming best practices
 - j. Experience writing and consuming Web Services, Web APIs, and Microservices using REST with JSON
 - k. Experience in front-end development using JavaScript frameworks like React, Angular, Vue, etc.
 - l. Experience using the CI/CD pipelines and DevOps in an agile development environment
3. Preferred Qualifications:
- a. Experience using Git/GitHub for Source Control
 - b. Experience with coding interfaces
 - c. Experience architecting software solutions using software development best practices and strong technical skills
 - d. Experience authoring technical design documents

B. Application Support Specialist

1. General Description: The Application Support Specialist provides necessary technical support relating to various applications, system-level software, compilers, and other general computing applications; is responsible for troubleshooting any malfunctioning applications or software systems; and analyzes necessary software requirements.
2. Minimum Education and Technical Requirements
 - a. Bachelor degree from an accredited university in computer information systems, geography, engineering, business, or related field
 - b. 2+ years of experience supporting Enterprise applications and users
 - c. Strong understanding of a wide variety of software packages
 - d. Ability to troubleshoot software issues remotely or in person
 - e. Experience authoring end user help documentation
 - f. Experience providing software training to end users in a classroom setting
 - g. Ability to solve complex issues and a willingness to take a new perspective on existing solutions

- h. Experience working with customer support tools, computer software, and Microsoft Office
 - i. Experience documenting client history, workflows, and best practices for internal support guides
 - j. Experience working with a relational database system such as SQL Server or Oracle
 - k. Experience managing and scheduling periodic maintenance updates
3. Preferred Qualifications:
- a. Experience with geospatial applications and data
 - b. Familiarity with current development platforms and languages such as C#, Java, JavaScript, HTML5, CSS, jQuery, and React
 - c. Experience with a scripting language such as PHP
 - d. Production support experience in an aviation environment
 - e. Experience serving as liaison between IT and other departments

C. Business Analyst

1. General Description: The Business Analyst assists with the implementation and support of business information systems across multiple departments; identifies problems and opportunities within the organization; and provides solutions that help achieve the business's goals, collaborating with various business units and IT teams to develop initiatives and strategies that optimize costs and improve internal and external processes. This position conducts market analyses, analyzing both product lines and the overall profitability of the business, develops and monitors data quality metrics, and ensures business data and reporting needs are met. This position may also support the development of training materials, participate in software implementation cycles, and provide post-implementation support.
2. Minimum Education and Technical Requirements
 - a. Bachelor's degree from an accredited university in computer information systems, geography, engineering, business, or related field, or 5+ years of equivalent experience
 - b. Strong understanding of software development methodologies
 - c. Experience with business modeling
 - d. Proficient with computer applications, including demonstrated skills in spreadsheets, databases, query tools, and general applications usage
 - e. Experience in extracting functional, business, and technical requirements from customer, creating current/future state, documenting business workflows and processes.

- f. Experience in facilitating User Acceptance Testing (UATs) with customer and end users based on requirements definition.

3. Preferred Qualifications

- a. Experience implementing business processes
- b. Business Analyst certification or training

D. Business Intelligence (BI) Developer / Data Analyst

1. General Description: The BI Developer / Data Analyst is a data expert, works with databases and different types of software, is involved in developing and fine-tuning business intelligence data analytical solutions, researches and plans solutions for existing business problems within the organization using data analytics, mines data and presents it in an understandable way, and is capable of creating tables and writing reports. This position leverages software tools to transform data into useful insights that help business decisions. This position also accesses and analyzes data sets and presents analytical findings in reports, summaries, dashboards, graphs, charts, and maps to provide users with detailed intelligence about the state of the business.

2. Minimum Education and Technical Requirements

- a. Bachelor degree from an accredited university in business management, accounting, economics, statistics, information science, information security, or related field
- b. 2+ years of work experience in the field of business intelligence analysis
- c. Ability to analyze different types of data
- d. Ability to collect and analyze quantitative and qualitative academic and non-academic data
- e. Experience using data and data tracking systems to inform and support data-based decisions
- f. Experience with modeling data using MS Excel, ArcGIS, Power BI and R, Tableau, Sisense, and/or other data warehouse analytical tools
- g. Ability to write custom queries using T-SQL and PLSQL
- h. Experience creating and providing documentation and training to staff to ensure the best use of new and existing software
- i. Experience providing analysis and recommendations through deep insights based on data analysis and independent discovery
- j. Experience in creating new KPIs and metrics using raw data and business priorities.

3. Preferred Qualifications

- a. Strong understanding of software development methodologies
- b. Experience with business modeling

- c. Experience with relational database applications
- d. Proficiency with computer applications, including demonstrated skills in spreadsheets, databases, query tools, and general applications usage

E. Data Warehouse / Data Analytics Engineer

1. General Description: Data Analytics Engineer is a specialist and builds machine learning models to make predictions and answer key business questions. This position cleans, analyzes, and visualizes data, is able to train and optimize machine learning models, and uncovers hidden insights by leveraging both supervised (e.g. classification, regression) and unsupervised learning (e.g. clustering, neural networks, anomaly detection) methods toward their machine learning models. This position is a trained mathematical model builder that identifies patterns and derives accurate predictions, performs statistical analysis, data mining, and retrieval processes on a large amount of data to identify trends, figures, and other relevant information. This position performs data analysis on data stored in data warehouses or data centers to solve a variety of business problems, optimizes performance, and gathers business intelligence.
2. Minimum Education and Technical Requirements
 - a. 5+ years of experience in building data warehousing and data analytics from the ground up across the enterprise
 - b. 5+ years of experience in defining and setting up data lake architecture for enterprise-wide data orchestration and analytics program
 - c. e. Working knowledge and 3+ years of hands-on experience implementing data analytics programs across an enterprise using on-premise and cloud technologies
 - d. Ability to put together prototypes and proof-of-concept programs in data orchestration tied to Business Intelligence (BI)
3. Preferred Qualifications
 - a. Master's or Ph.D. degree from an accredited university in Data Analytics, Data Science, Mathematics, electrical engineering/physics, statistics, computer engineering, or related field
 - b. Hands-on experience with data warehousing platforms such as MS Azure, Snowflake, Amazon RDS, Maria DB, Azure Synapse, Azure Data Factory, PostgreSQL, etc.
 - c. Hands on experience with data lake technologies and tools such as Azure Data Lake, Snowflake, AWS Data lake, Atlas, Cloudera, Data bricks, etc.
 - d. Hands-on experience with data analytics platforms such as Spark, Python, R, Looker, etc.

F. Database Administrator

1. General Description: Database Administrator (DBA) directs or performs all activities related to maintaining a successful database environment including designing,

implementing, and maintaining the database system, establishing policies and procedures pertaining to the management, security, maintenance, and use of the database management system, and trains employees in database management and use. The DBA supports and maintains a highly available, efficient, and secure database environment. This position is primarily responsible for administration of multifunctional databases deployed across departmental and enterprise systems. Administration duties will include design, development, implementation, database creation, problem resolution, day-to-day maintenance, report generation, backup/recovery, upgrades, configuration management, and system maintenance activities. The DBA is required to work closely with architects, application developers, and operational teams during architecture review and design to build a logical database environment that meets current and future business objectives. The DBA will comply with existing policy, document new policies/standards, and conform to change management processes.

2. Minimum Education and Technical Requirements

- a. Bachelor degree from an accredited university in computer science, computer information systems, or related field
- b. 3+ years of professional database administration
- c. Current certification as a database administrator by Oracle or Microsoft
- d. Experience implementing, configuring, and troubleshooting database instances
- e. Knowledgeable of best practices for database performance and tuning

3. Preferred Qualifications

- a. Experience supporting geospatial databases
- b. Experience with Payment Card Industry (PCI) standards as they relate to database security

G. Desktop / Field Support Specialist

1. General Description: The Desktop / Field Support Specialist provides technical hardware and software support of a complex nature across multiple business systems. The position is responsible for desktop support of for enterprise desktop computers and mobile devices and/or various Aviation specialty systems including but not limited to, check-in, boarding, paging, parking, passenger emergency duress, automated vehicle identification, CCTV, enterprise desktop computers, kiosks, , signage systems, mobile devices, and peripherals. This position provides IT staffing services to multiple teams. Some assignments may require providing after-hours support to airport operations, passengers, and tenants; coordinating after-hours help desk calls, ticket distribution, and resolution; providing after-hours support for change management, projects, and system outage resolution; preventive maintenance; working with vendors and contractors to ensure equipment and services procured and installed meet requirements and specifications; maintaining inventory control and conducting audits; business system security patch management; and providing first-level training when needed. This position requires the candidate be able to lift up to 50 pounds and walk up to five (5) miles per day.

2. Minimum Education and Technical Requirements

- a. 3+ years of professional level experience providing technical support for system infrastructure and/or software
- b. Ability to diagnose and repair hardware and software issues related to desktop and laptop personal computers (PCs)
- c. 2+ years of experience supporting Windows 10 desktop configurations in a network environment.
- d. Familiarity with best practices and standard procedures in deploying Windows 10
- e. Experience with Microsoft Windows 10 utilities such as Windows Server Update Services (WSUS), Windows Assessment and Deployment KIT (Windows ADK), including USMT 10.0, and other Windows 10 deployment options
- f. 5+ years of experience supporting Windows desktop configurations in a network environment
- g. 5+ years of experience supporting Microsoft Office, including Office 365
- h. 2+ years of experience troubleshooting hardware issues and replacing hardware on both desktop and laptop PCs
- i. 1+ year of experience supporting Microsoft Office 2016
- j. 2+ years of experience troubleshooting desktop software
- k. 2+ years of experience installing Microsoft software patches and updates on desktop and laptop PCs
- l. 1+ year of experience utilizing imaging software to re-image PCs, including creating and updating base image configurations
- m. 1+ year of experience troubleshooting basic network, software, and printing issues

3. Preferred Qualifications

- a. Bachelor's degree in computer science or relevant field
- b. 2+ years of experience providing after-hours support
- c. 2+ years of experience supporting more than 200 users and computers in a networked environment
- d. Current Microsoft Certified Systems Engineer certification
- e. Current A+ Microsoft certification
- f. Hands-on experience removing viruses, spyware, and malware
- g. Kiosk experience
- h. Experience with peripheral equipment support, scanners, printers, and barcode reading equipment

- i. Experience supporting 500+ users
- j. Experience with imaging utilities such as Ghost
- k. Experience with remote access tools such as Dameware, Remote Desktop Protocol (RDP), and Virtual Network Computing (VNC)
- l. 1+ year of experience troubleshooting basic network, software, and printing issues
- m. Experience with inventory tracking and purchasing
- n. Staff scheduling management experience
- o. Experience writing status reports
- p. EcliPSX software experience
- q. Scripting experience

H. Enterprise Architect

1. General Description: The Enterprise Architect is a key role responsible for providing architectural expertise across various technology disciplines, including but not limited to cloud, digital, security, SharePoint, GIS, data, application design and development, and other specialized areas. This role involves collaborating with stakeholders, understanding business requirements, and designing scalable and sustainable solutions that align with the organization's strategic goals. The Enterprise Architect will play a crucial role in guiding technology decisions, ensuring the integration of best practices, and contributing to the overall success of the technology architecture. This position will define and enforce architectural principles, standards, and guidelines to ensure consistency and maintainability across all systems. They will lead architecture reviews, providing guidance and recommendations to ensure alignment with best practices and standards. They will evaluate existing systems and propose enhancements or new architectures to support business growth and innovation. This position will play a pivotal role in shaping the technological landscape of the organization, ensuring that solutions are robust, scalable, and aligned with industry best practices. The Enterprise Architect will be a key contributor to the success and innovation of the organization's technology initiatives.
2. Minimum Education and Technical Requirements
 - a. Bachelor's degree in computer science, Information Technology, or a related field. Advanced degrees (Master's or PhD) are a plus.
 - b. In-depth knowledge of enterprise architecture frameworks (e.g., TOGAF, Zachman) and methodologies.
 - c. Relevant certifications such as TOGAF certified, AWS Certified Solutions Architect, Microsoft Certified: Azure Solutions Architect Expert, and others as applicable.
 - d. Minimum of 8-10 years of experience in technology architecture with a focus on multiple disciplines.

- e. Proven experience in designing and implementing solutions in the specified technology domains.
- f. Proficiency in architecting solutions across multiple platforms (e.g., web, mobile, on-premises, hybrid)

Proficiency in relevant tools and technologies associated with the specified disciplines (e.g., cloud platforms, security frameworks, GIS tools, SharePoint).
- g. Demonstrated leadership skills with the ability to mentor and guide technical teams.
- h. Experience in influencing and driving architectural decisions at an enterprise level.

3. Preferred Qualifications

- a. Demonstrated expertise in multiple technology disciplines and architecting solutions that address complex business challenges and leverage emerging technologies.
- b. Excellent communication skills with the ability to convey complex technical concepts to both technical and non-technical stakeholders. Proven experience collaborating with cross-functional teams, including developers, engineers, project managers, and business analysts.
- c. Strong strategic thinking and problem-solving skills, with the ability to align technology solutions with business objectives. Experience in developing and implementing technology roadmaps that support organizational growth and innovation.
- d. Ability to adapt to evolving technologies and industry trends, staying abreast of advancements in the relevant technology domains. Proven ability to assess and incorporate new tools, methodologies, and best practices into architectural designs.
- e. Relevant certifications in enterprise architecture (e.g., TOGAF Certified, AWS Certified Solutions Architect).
- f. Experience with enterprise architecture modeling tools (e.g. Enterprise Architect, Rational Systems Architect, etc.)

I. Geographic Information Systems (GIS) Analyst

1. General Description: The GIS Analyst analyzes spatial data through mapping software, designs digital maps with geographic data and various other data sets, discovers patterns and trends through spatial mapping, develops mapping applications and tools, and manages a digital library of geographic maps in various file types. This position utilizes GIS techniques to provide a better understanding of certain variables in a given geographic location, extracts data from GIS software, uses varying analysis methods to arrive at results, recommends appropriate reactionary strategies in response to GIS analysis, provides maps and data sets to clients to supplement analysis, is knowledgeable of GIS software and technology, and works in conjunction with computer-aided design and drafting (CADD) drafters and technicians.
2. Minimum Education and Technical Requirements

- a. Bachelor's degree from an accredited university in geography, GIS, civil engineering, computer information systems, or related field
 - b. 3+ year of professional work experience in the field of GIS
 - c. Proficiency performing data analyses and editing using the ArcGIS software suite
3. Preferred Qualifications
- a. Experience using global positioning system (GPS) or survey equipment for field data collection
 - b. Experience with computer aided design software
 - c. Strong map design skills
 - d. Experience managing complex GIS workflows in a versioned GIS database
 - e. Experience performing quality assurance reviews of work performed by other staff
 - f. Experience working with ESRI ArcGIS APIs, Geodatabases and platforms including, ArcGIS Server, Desktop, Portal, and Online

J. Geographic Information Systems (GIS) Engineer

1. General Description: Perform GIS data maintenance on multiple geodatabases. Digitize information and create, maintain, update, and query for analysis and accurate maps. Create thematic maps and employ intuitive graphical and cartographic conventions to support decision making.
2. Minimum Education and Technical Requirements
 - a. Developing BIM & GIS strategies & workflows for the creation and maintenance of Digital Twins
 - b. Optimize data exchange between BIM, CAD, and geospatial data
 - c. Developing GIS WebApps, Dashboards, and maps to support Aviation
 - d. Performing data management tasks such as reviewing, maintaining, creating, and analyzing geospatial data in accordance with Aviation standards
 - e. Creating automation tools such as scripts and queries to support geospatial data review and integration between different stakeholder systems
 - f. Assisting in the development of standard policies and procedures for digital engineering
 - g. Utilizing Esri ArcGIS Enterprise environment to analyze and manage geospatial data
 - h. Facilitating meetings with stakeholders to gather digital engineering requirements for application development
 - i. Integrating new geospatial tools and technologies with existing systems to provide innovative solutions to Aviation

- j. Bachelor Degree in Computer Science, Information Systems, GIS, Urban Planning, Environmental Science, Geophysics, or related fields
 - k. Working knowledge of Esri ArcGIS Enterprise, ArcGIS Pro, Model Builder, Data Reviewer, Story Maps, Python, Arcade, and other related geospatial tools (a background with AEC, environmental permitting, NEPA, or construction planning is a plus)
 - l. Excellent written and verbal communication skills
 - m. Understanding of CAD software and data manipulation
 - n. Well established working knowledge of the conversion of 3D data types (Revit, IFC) to published online content in an Enterprise environment.
 - o. 3-5 years' experience in BIM & GIS data manipulation, planning, and clash detection
 - p. Create purposeful maps with fundamental/advanced cartographic style
 - q. Produce business centric maps and support various GIS Applications (Web/Desktop/Mobile)
 - r. Working with field maps and/or Survey123 for field data collection
 - s. Manage multiple geo-databases, datasets, and coordinate reference systems
 - t. Maintain map standards and documentation based on established processes/workflows
3. Preferred Qualifications
- a. Master's degree in Construction, in Computer Science, Information Systems, GIS, Urban Planning, Environmental Science, Geophysics, or related fields
 - b. Experience with Geographic Information Systems (GIS) and Building Information Modeling (BIM)
 - c. Working knowledge of AutoCAD and Microsoft Office, including Word, Excel, and PowerPoint
 - d. Experience with construction activities and project tracking software
 - e. General understanding of professional civil engineering, drafting and cartographic practices, contract administration, inspection practices, basic surveying principles and practices and permitting processes relating to water and sewer facilities design and construction.
 - f. Knowledge of BIM, GIS, and CAD and their application in surveying, utilities locate, construction standards and materials, calculations, and engineering practices.
 - g. Knowledge of FAA Imaginary Surfaces, airspace restrictions, clearance, and requirements, FAA's Airport Layout Plan, and the FAA Electronic ALP (eALP) program.

- h. AutoDesk products including AutoCAD, AutoCAD Architecture, AutoCAD Civil3D, AutoDesk Infrastructure Design Suite, AutoBIM, AutoCAD Map 3D, and Revit.
- i. Federal Aviation Authority parts 139 and 150 series regulations regarding standards for planning and engineering airport projects.
- j. RTK Surveying practices, equipment, software, and engineering standards.
- k. Legal descriptions of property, easements, and ground leases.

K. Geographic Information System (GIS) Application Developer

1. General Description: The GIS Application Developer works as part of a team of software developers to develop GIS applications and tools to maintain software programs to support the needs of the organization; analyzes land and aerial imagery; uses databases to create specialized maps, such as weather, seismic, or population-based maps; helps clients interpret data, identify trends, and highlight patterns; provides technical support on GIS programs; maintains and troubleshoots existing systems, as well as upgrading software; and is involved in project development, management, and budgeting.
2. Minimum Education and Technical Requirements
 - a. Bachelor's degree from an accredited university in geography, computer science, engineering, or related field
 - b. 2+ years of experience in developing and publishing custom GIS applications using the Python, R, JavaScript, and other programming languages using modern IDEs such as VS Code.
 - c. d. Strong skills in object-oriented programming and programming best practices
 - d. Ability to read and interpret source documents, plat maps, property deeds, and legal descriptions
 - e. Experience working with ESRI ArcGIS APIs, Geodatabases and platforms including, ArcGIS Server, Desktop, Portal, and Online
 - f. Experience performing Python scripting
 - g. Experience with industry standard technologies including: HTML, CSS, XML, Dojo, and Bootstrap
 - h. Ability to effectively communicate and work alongside other GIS staff and non-GIS team members
 - i. Experience performing spatial analysis on data using GIS software. Experience implementing geospatial solutions using ArcGIS server application programming interfaces
3. Preferred Qualifications
 - a. Experience coding interfaces
 - b. Experience serving as a team lead on a software development initiative

L. Geographic Information System (GIS) Technician

1. **General Description:** The GIS Technician develops and/or coordinates work on GIS applications. Duties vary depending on assignment and may include performing mapping duties, spatial analysis for thematic mapping, data management, and problem solving. Data management includes the collection, manipulation, analysis, and storage of quantifiable data associated with geographic entities and attributes, including maintaining geographic datasets and utilizing geoprocessing tools. Problem solving techniques are used to analyze spatial data and to find answers based on variables in a specific situation. Duties include creating and plotting maps and maintaining attributes and table schemes in order to conform to Federal Aviation Administration (FAA) standards and accuracy guidelines. This position is responsible for performing GIS data maintenance on multiple geodatabases, digitizing information and creating, maintaining, updating, and querying for analysis and accurate maps, creating thematic maps, employing intuitive graphical and cartographic conventions to support decision making, developing maps and customized GIS applications, and manipulating data to serve a variety of purposes.
2. **Minimum Education and Technical Requirements**
 - a. Bachelor's degree from an accredited university in geography, computer science, engineering, or related field
 - b. 2+ years of work experience dealing with geographic information software
 - c. Ability to read and interpret source documents, plat maps, property deeds, and legal descriptions
 - e. Experience working with ESRI ArcGIS APIs, Geodatabases and platforms including, ArcGIS Server, Desktop, Portal and Online
3. **Preferred Qualifications**
 - a. Experience developing and maintaining GIS datasets and database linkages
 - b. Experience performing spatial analysis on data using GIS software
 - c. Proficient with entering required data into a standardized GIS database
 - d. Ability to effectively communicate and work alongside GIS and non-GIS team members

M. Cybersecurity Engineer

1. **General Description:** The Information / Cybersecurity Engineer is responsible for implementing and managing information technology security infrastructure, policy, and compliance. This position will work closely with network and server teams, as well as other technology disciplines to ensure secure configuration and operation of technology systems. This position will conduct risk assessments, vulnerability, and penetration testing scans, assign, and assist with remediation tasks, and perform routine compliance checks. The position is responsible for routinely reviewing log repositories for systems such as web filters, IPS, syslog, file integrity monitoring, etc., and identifying and

responding as appropriate to security related incidents. The position will also assist with the development of standard operating procedures, standards, and policy documents relating to information technology security.

2. Minimum Education and Technical Requirements

- a. Bachelor's degree from an accredited university in computer science, computer information security, or related field
- b. 5+ years of progressive experience in the field of information/cyber security engineering managing large scale environments
- c. 1+ year of experience supervising/leading highly technical staff
- d. Ability to manage cybersecurity infrastructure including planning, design, and deployment
- e. Ability to assist with the development and publication of standards, policies, and procedures related to security infrastructure in conformance with industry standards
- f. Ability to supervise and audit the installation, monitoring, maintenance, and support of security systems infrastructure
- g. Ability to provide complex designs and best practices for security engineering, implementation, and maintenance of hardware and software upgrades of security infrastructure
- h. Ability to conduct security architecture reviews and development details for engineering design and deployment plans to deal with and negate potential ongoing security penetration and firewall breaches
- i. Ability to create and revise network and security documentation
- j. Ability to perform status reports on security matters to develop security risk analysis scenarios and document solutions
- k. Ability to provide support and troubleshooting on network security
- l. Ability to maintain existing security hardware and software and related vulnerability assessments in use to provide third- tier technical and administrative support
- m. Ability to perform daily monitoring and performance tuning of the security infrastructure
- n. Ability to anticipate networking and security needs for planning and budgeting
- o. Ability to coordinate detailed data security assessments including applications, servers, databases, and other network components and associated processes against the Payment Card Industry (PCI) Data Security Standard (DSS) to identify areas of non-compliance
- p. Ability to serve as the technical lead for PCI, security assessment engagements, and security engineering projects

- q. Ability to coordinate security awareness training
 - r. Ability to maintain secure systems configuration guides and conduct routine audits to validate compliance
 - s. Ability to work closely with vendors and contractors to ensure equipment and services procured and installed meet security requirements and specifications
 - t. Ability to work with department representatives to develop cost-effective solutions that meet operational requirements
 - u. Ability to advise in technical hardware/software matters as defined within this section
 - v. Ability to provide analysis support to users and long-range planning
 - w. Ability to review projects for conformance to established administrative, technical system, and operations standards
 - x. Ability to review proposed equipment and software proposals to determine the relative cost-benefit
 - y. Ability to provide information and training opportunities to employees on new security procedures, techniques, equipment, and software
 - z. Ability to perform evaluations and obtain supporting document and certifications related cloud architecture services
 - aa. Knowledge of security related technology to include firewalls, Virtual Private Networks (VPNs), Distributed Denial of Service (DDoS) prevention, Intrusion Detection Systems (IDS)/Intrusion Prevention Systems (IPS), E-mail, anti-virus, malware, Network Address Translation (NAT), File Integrity Monitoring (FIM), Access Control Lists (ACLs), log aggregation and log correlation technologies
 - bb. Knowledge of, and experience with, user and system authentication methodologies, Single Sign-On (SSO), data authentication methods, and authorization options (role-based authorization using Active Directory attributes)
 - cc. Knowledge of Cisco security-based platforms
 - dd. Knowledge of technical project planning and monitoring techniques
 - ee. Knowledge of best practices for developing security policies, procedures, and measures
3. Preferred Qualifications
- a. Current Certified Information Systems Security Professional (CISSP)

N. Network Engineer

1. General Description: The Network Engineer is responsible for implementing and managing carrier grade multiprotocol label switching (MPLS) network infrastructure. This includes but is not limited to Cisco core/distribution/access architecture, internal and edge firewalls, intrusion prevention systems, and wireless networks. The position is

expected to create and maintain network documentation and perform hardware lifecycle and OS upgrades on all network equipment. Expertise in Cisco Catalyst and Nexus switches and routers, virtual local area networks (VLANs), virtual routing and forwarding (VRF) tables, Wireless LAN Controllers (WLC), Catalyst Center (formerly DNA Center), Application Policy Infrastructure Controller (APIC), Secure Firewall (formerly Firepower Threat Defense), virtual firewall contexts and rules, Identity Services Engine (ISE), and both Remote Access (RA) and Site-to-Site (S2S) Virtual Private Networks (VPN). Knowledge of Microsoft Azure network infrastructure resources such as Vnet, Application Gateway, Private DNS Zone and Resolver, Key Vault, Application Service Plan, Application Programming Interface Management (APIM), Azure Firewall, Network Security Group, Virtual and Local Network Gateway, Connections, Public IPs and Private Endpoints. Experience with SolarWinds monitoring environment including Network Performance Monitor (NPM), Network Traffic Analyzer, Network Configuration Manager (NCM), IP Address Manager, and User Device Tracker (UDT).

2. Minimum Education and Technical Requirements

- a. Bachelor's degree from an accredited university in computer science, computer information security, or related field
- b. 5+ years of progressive experience in the field of network engineering, managing large-scale environments
- c. Current Cisco Certified Network Associate (CCNA)
- d. Ability to oversee network infrastructure
- e. Ability to supervise a team of network engineers
- f. Ability to assist with the development of standards, policies, and procedures related to network infrastructure
- g. Ability to design and implement network environments, devices, configurations, and topology
- h. Ability to supervise and audit the installation, monitoring, maintenance, support, and optimization of all network devices and software
- i. Ability to serve as the technical lead for network engineering projects
- j. Ability to create and maintain comprehensive network documentation
- k. Ability to monitor, analyze, and fine-tune the intrusion detection system, firewall, VPN systems, and network logs to identify anomalies and/or potential threats and respond accordingly
- l. Ability to maintain secure configuration guides and conduct routine audits to validate compliance
- m. Ability to perform risk analysis and compliance testing
- n. Ability to make network hardening recommendations and assist technical staff with testing and implementation plans

- o. Ability to manage router and switch configurations, VLANs, VRF, etc.
 - p. Ability to manage firewalls and TACACS
 - q. Ability to perform troubleshooting, performance tuning, and root cause analysis
 - r. Ability to advise in technical hardware/software matters as defined above
 - s. Ability to review projects for conformance to established administrative, technical system, and operations standards
 - t. Knowledge of the following networking areas: switches, routers, firewalls, intrusion detection systems, Local Area Network (LAN), Wide Area Network (WAN), Transmission Control Protocol/Internet Protocol (TCP/IP), User Datagram Protocol (UDP), Voice over Internet Protocol (VoIP), Quality of Service (QoS), Enhanced Interior Gateway Routing Protocol (EIGRP), Border Gateway Protocol (BGP), Open Shortest Path First (OSPF), Next Hop Resolution Protocol (NHRP), Asynchronous Transfer Mode (ATM), Point-to-Point Protocol (PPP), Multiprotocol Label Switching (MPLS)
 - u. Knowledge of network consolidation and Layer 3 migrations
 - v. Knowledge of network and system security principles for risk identification and analysis
 - w. Knowledge of configuring and securing forward-facing systems existing in a Demilitarized Zone (DMZ), along with associated hardware such as load balancers, reverse proxy devices, etc.
 - x. Knowledge of rules and regulations related to information security and data confidentiality
 - y. Ability to develop and implement plans, policies, and procedures for hardware and software installations and operation
 - z. Ability to utilize specialized technical software in support of hardware and software operational systems
3. Preferred Qualifications
- a. Current Cisco Certified Internetwork Expert (CCIE), Cisco Certified Network Professional (CCNP), and/or Cisco Certified Design Professional (CCDP/E)
 - b. Certified Azure Network Engineer, Azure Security Engineer, and/or Azure Administrator

O. Senior Application Developer

1. General Description: The Senior Application Developer guides other application developers and leads in the creation of large or complex applications that facilitate the achievement of business outcomes through the use of processes and technology; determines and identifies high-level functional and technical requirements on the basis of interactions with users and knowledge of enterprise architecture; and designs architectures, including the software, hardware, and communications to support the total

requirements, as well as to provide for present and future cross-functional requirements and interfaces. This position interacts with project management to plan project schedules and technical direction; provides quality assurance review and evaluation of existing and new software products; develops high-level system design diagrams for program design, coding, testing, debugging, and documentation; and develops and implements moderate to complex web applications on one or more platforms.

2. Minimum Education and Technical Requirements

- a. Bachelor's degree from an accredited university in computer science computer information systems, or related field
- b. 5+ years of professional application development and systems analysis experience
- c. 5+ years of experience with .NET C#
- d. 5+ years of professional application development and systems analysis experience
- e. 5+ years of working with a relational database system such as MS SQL Server or Oracle
- f. 3+ years of experience architecting software solutions using software development best practices and strong technical skills
- g. 5+ years of experience writing and consuming Web Services, Web APIs and Microservices using REST with JSON
- h. 3+ years of professional mobile application development experience
- i. 5+ years of experience working in modern IDE environments such as Visual Studio, Visual Studio Code, IntelliJ, XCode, Eclipse etc.
- j. 3+ years of experience with MS Power Platform including PowerApps, Power Pages, and Power Automate
- k. Strong skills in object-oriented programming and programming best practices
- l. Experience authoring technical design documents.
- m. Experience in front-end development using JavaScript frameworks like React, Angular, Vue, etc.
- n. Experience using the CI/CD pipelines and DevOps in an agile development environment
- o. Experience developing web-based applications for mobile devices
3. Preferred Qualifications
- p. Experience working with Azure APIM, and other Azure cloud technologies.
- q. Experience working with integration platforms.

P. Senior Desktop / Field Support Specialist

1. General Description: The Senior Desktop / Field Support Specialist provides advanced technical hardware and software support of a complex nature across multiple business systems. In addition to the responsibilities of the Desktop / Field Support Specialist within this Scope of Work, the Senior Desktop / Field Support Specialist is responsible for management of security patching, packaging, and deployment of applications through management software. This position must possess the ability to automate desktop administration tasks through scripting, be familiar with the management of antivirus software, and have experience in leading technical implementations. Some assignments may require providing after-hours support to airport operations, passengers, and tenants; coordinating after-hours help desk calls, ticket distribution, and resolution; providing after-hours support for change management, projects, and system outage resolution; preventive maintenance; working with vendors and contractors to ensure equipment and services procured and installed meet requirements and specifications; maintaining inventory control and conducting audits; business system security patch management; and providing first-level training when needed. This position requires the candidate be able to lift up to 50 pounds and walk up to five (5) miles per day.

2. Minimum Education and Technical Requirements

- a. 3+ years of professional level experience providing technical support for system infrastructure and/or software
- b. Ability to diagnose and repair hardware and software issues related to desktop and laptop personal computers (PCs)
- c. 2+ years of experience supporting Windows 10 desktop configurations in a network environment
- d. Familiarity with best practices and standard procedures in deploying Windows 10
- e. Experience with Microsoft Windows 10 utilities such as Windows Server Update Services (WSUS), Windows Assessment, and Deployment KIT (Windows ADK), including USMT 10.0
- f. 5+ years of experience supporting Windows 10 desktop configurations in a network environment
- g. 5+ years of experience supporting Microsoft Office including Office 365
- h. 2+ years of experience troubleshooting hardware issues and replacing hardware on both desktop and laptop PCs
- i. 1+ year of experience supporting Microsoft Office 365
- j. 2+ years of experience troubleshooting desktop software
- k. 2+ years of experience installing Microsoft software patches and updates on desktop and laptop PCs
- l. 1+ year of experience utilizing imaging software to re-image PCs, including creating and updating base image configurations
- m. 1+ year of experience troubleshooting basic network, software, and printing issues

- n. Ability to manage software and update deployments using enterprise solutions such as System Center Configuration Manager to package and deploy software, windows updates, operating systems, and configurations
- o. Ability to update and maintain System Center Configuration (current version)
- p. Ability to create automated scripts to configure, manage, and remediate issues for managed devices
- q. Ability to create custom PowerShell scripts to configure or gather information from servers and end-user computing devices
- r. Experience administering, provisioning, and deploying mobile devices using Microsoft Intune. The candidate should have strong experience with the entire suite of mobile products including Apple, Android, and Windows.

3. Preferred Qualifications

- a. Bachelor's degree from an accredited university in computer science, computer information systems, or equivalent technical field
- b. 3+ years of professional application development and systems analysis experience
- c. Current Microsoft Certified Systems Engineer certification
- d. Current A+ Microsoft certification
- e. Hands-on experience removing viruses, spyware, and malware
- f. Kiosk experience
- g. Experience with peripheral equipment support, scanners, printers, and barcode reading equipment
- h. Experience supporting 500+ users
- i. Experience with imaging utilities such as Ghost
- j. Experience with remote access tools such as Dameware, Remote Desktop Protocol (RDP), Virtual Network Computing (VNC)
- k. 1+ year of experience troubleshooting basic network, software, and printing issues
- l. Experience with inventory tracking and purchasing
- m. Staff scheduling management experience
- n. Experience writing status reports
- o. EcliPSX software experience
- p. Scripting experience
- q. Experience in writing technical procedures, documentation, training documents, scopes of work, project plans, and status reports.

Q. Software Quality Assurance / Test Engineer

1. **General Description:** The Software Quality Assurance / Test Engineer designs and implements tests, debugs, and defines corrective actions, reviews system requirements, tracks quality assurance metrics, and monitors every phase of the software development process to ensure design quality and that the software adheres to industry and company-wide standards. This position creates a well-defined, planned, and executed end-to-end test plan, executes the plan, and manages all activities in the plan to ensure all the objectives are met and that the solution works as expected. This position also tests applications in terms of functionality, performance, reliability, stability, and compatibility with other legacy and/or external systems to ensure any potential issue is identified and fixed before the product goes live. Ultimately, this position ensures the delivery of high-quality software products by implementing effective quality assurance and quality control measures throughout the software development lifecycle. This position will collaborate closely with cross-functional teams to identify defects, prevent regressions, and drive continuous improvement in our software development processes. Conduct thorough regression testing to identify and mitigate software defects and ensure product stability across multiple releases. This position will perform manual and automated testing as necessary, leveraging testing frameworks and tools to streamline testing efforts while participating in design reviews, code reviews, and sprint planning sessions to provide input on testability and quality considerations.
2. **Minimum Education and Technical Requirements**
 - a. Bachelor's degree from an accredited university in computer science, computer information systems, or related field
 - b. 4+ years of proven experience as a quality assurance engineer (QAE), software design engineer in test (SDET), or software development engineer (SDE)
 - c. 4+ years of manual and automated testing
 - d. Experience in writing test scripts to test applications and software
 - e. Ability to write, debug, and troubleshoot code in at least one modern programming language such as Java, Python, JavaScript, or C#
 - f. Experience with quality assurance processes and testing large, complex software systems
 - g. Deep understanding of test planning and testing methodologies
 - h. Strong problem solving and troubleshooting skills
3. **Preferred Qualifications**
 - a. Experience and understanding of professional software engineering models (Agile) and best practices for the full software development lifecycle, including coding standards, code reviews, source control management (Git), build processes, testing and ongoing maintenance
 - b. Strong verbal and written communication skills

- c. Ability to think independently, and full capability to make own assessments of problem areas and find effective solutions
- d. Excellent Linux knowledge, including tools and scripting
- e. Understanding of technical specifications and ability to analyze log files to track down and isolate issues
- f. Self-driven to improve test coverage and effectiveness
- g. Ability to quickly learn and apply complex technical information to a testing situation
- h. Takes full ownership of end-user quality and usability
- i. Experience with test automation tools and frameworks (e.g., Subject7, Selenium, JUnit, TestNG).
- j. Experience with continuous integration/continuous deployment (CI/CD) pipelines and tools (e.g., Jenkins, GitLab CI/CD).
- k. Knowledge of performance testing techniques and tools (e.g., JMeter, LoadRunner).
- l. Experience with cloud-based testing platforms and services (e.g., AWS Device Farm, BrowserStack).
- m. Relevant certifications in software testing (e.g., ISTQB Certified Tester, CSTE)

R. Systems Engineer

1. General Description: The System Engineer is responsible for implementing and managing server backend infrastructure. This includes, but is not limited to, blade and standalone servers running primarily Windows operating systems, server and desktop virtualization utilizing VMware, SAN storage, and fiber channel switches. This position is responsible for typical local access network (LAN) administration to include Microsoft Active Directory and Domain administration, as well as providing second and third level support to end device and application teams. The position is also expected to create and maintain server backend infrastructure documentation, perform hardware and software updates/upgrades, system backups, disaster recovery, and data center site failover plans.
2. Minimum Education and Technical Requirements
 - a. Bachelor's degree from an accredited university in computer science, computer information security, or related field
 - b. 5+ years of progressive experience in the field of systems engineering managing large scale environments
 - c. 1+ year of experience supervising/leading highly technical staff
 - d. Current VMware Certified Professional (VCP and/or VCAD)
 - e. Knowledge of virtualization technology to include virtual data centers and desktops

- f. Knowledge of server and workstation computer hardware and software systems evaluation and troubleshooting techniques
- g. Knowledge of Fiber Channel (FC) and Internet Small Computer System Interface (iSCSI) Storage Area Network (SAN) and Network-Attached Storage (NAS) technologies
- h. Knowledge of technical project planning and monitoring techniques
- i. Knowledge of techniques, methods, and procedures for integrating hardware and software systems into user operational environments
- j. Knowledge of system development methodologies
- k. Knowledge of system engineering design, theory, and economics
- l. Ability to develop and implement plans, policies, and procedures for hardware and software installations and operation
- m. Ability to utilize specialized technical software in support of hardware and software operational systems
- n. Ability to remain in a sitting position for extended periods of time
- o. Ability to analyze, interpret, summarize, and report research findings
- p. Ability to identify, plan, and conduct training sessions for other technical staff
- q. Ability to enter data or information into a terminal, personal computer, or other keyboard device
- r. Ability to review and/or check the work products of others to ensure conformance to standards
- s. Ability to analyze situations accurately and suggest an effective course of action
- t. Ability to oversee back-end systems infrastructure to include servers, virtualization technologies, SAN storage, data center management, disaster recovery, and cloud services and infrastructure
- u. Ability to assist with the development and publication of standards, policies, and procedures related to back-end infrastructure in conformance with industry standards
- v. Ability to supervise and audit the installation, monitoring, maintenance, and support of back-end systems infrastructure
- w. Ability to serve as the technical lead for systems engineering projects
- x. Ability to create and maintain comprehensive back-end infrastructure documentation
- y. Ability to maintain secure systems configuration guides and conduct routine audits to validate compliance
- z. Ability to advise in technical hardware/software matters as defined above
- aa. Ability to provide analysis support to users and long-range planning

- bb. Ability to review projects for conformance to established administrative, technical system, and operations standards
 - cc. Ability to review proposed equipment and software proposals to determine the relative cost/benefit
 - dd. Ability to provide information and training opportunities to employees on new procedures, techniques, equipment, and software
 - ee. Ability to design and prepare plans and develop specifications for current and future systems
3. Preferred Qualifications
- a. Additional experience and certifications related to information security are desirable

S. Electronics Technician

1. General Description: The Electronics Technician installs, troubleshoots, repairs, and upgrades electronic and computer- controlled mechanical systems. This position performs highly skilled electronic systems work in the design, installation, maintenance, and repair of electronic systems and equipment, such as security, alarm, and life safety networks in addition to building automation, carbon monoxide measuring and alert, fuel management, and parking automation.
2. Minimum Technical Requirements
 - a. 2+ years of experience in installation and maintenance of digital systems, radio, and electronic communications systems, and course work including training or experience with one (1) or more workstation computers and one (1) or more operating systems
 - b. Ability to provide technical hardware support on computer systems, which may include revenue control, lightning detection, automated vehicle identification, paging audio visual, dynamic visual display, radio transmission, closed circuit television, public address, and other systems
 - c. Ability to analyze, troubleshoot, repair, and operate various computer, electronic and mechanical devices and systems
 - d. Ability to repair, reconfigure, assemble, integrate, and test basic and complex systems, configurations, and networks
 - e. Knowledge of preventive maintenance procedures for computers and peripheral equipment
 - f. Knowledge of cable distribution and basic principles of electricity
 - g. Knowledge of standard telecommunications and power wiring, color coding, and connection schemes
 - h. Knowledge of computerized and microprocessor controlled mechanical systems operation and theory
 - i. Knowledge of analog and digital electronics

- j. Knowledge of Local Area Network (LAN) technology management, server options, routing protocols, and hardware
- k. Ability to analyze needs and recommendations, and conduct business systems analysis and computer system configuration planning and training
- l. Ability to install and maintain alerting system packages
- m. Ability to install and maintain fixed, portable, or mobile end- user devices
- n. Ability to provide first level end-user support in areas such as printing, network logons, department and office software applications and end-user device troubleshooting
- o. Ability to perceive the full range of the color spectrum such as working with electrical wiring
- p. Ability to move heavy objects such as pieces of equipment weighing 20-50 pounds or more short distances (20 feet or less)
- q. Ability to remain in a sitting position for extended periods of time
- r. Ability to bend or stoop repeatedly over time
- s. Ability to work in a variety of weather conditions with exposure to the elements

T. Network Operations Center (NOC) / Systems Monitoring Engineer

1. General Description: The IT Systems Monitoring Engineer is responsible for implementing and managing the SolarWinds Orion system to perform monitoring of critical business systems. This includes, but is not limited to, installing and maintaining the application software/modules/database, configuration of monitoring and notification thresholds, device and application discovery, device groups, dashboards, and availability reports. This position will work closely with each technology discipline to continuously improve the trustworthiness of dashboards and notifications to promote proactive responses to imminent issues and/or information to help narrow the scope of troubleshooting related to an incident or event.
2. Minimum Educational and Technical Requirements
 - a. 5+ years of experience in setting up enterprise IT monitoring systems such as SolarWinds, What's up Gold, HP Open View, Nagios, etc.
 - b. 5+ years of experience in defining the rules, configuration, and fine tuning of these systems to optimize the ongoing monitoring and management of IT systems
 - c. 5+ years of experience in setting up monitoring dashboards within these tools for CIO/CTO and line level consumption
 - d. 5+ years of experience in setting up automated reports within these monitoring systems for weekly/monthly availability of various IT infrastructure, applications, services, etc.
 - e. Working knowledge of MIBs, SNMP, Windows events, Windows services, and other protocols for setting up monitoring of all aspects of IT operation

- f. Ability to understand business requirements and translate that into the what/how from a monitoring standpoint
 - g. Ability to work with other IT functions including infrastructure, applications, cyber, airport systems, etc. to understand those systems and bring those within the fold of enterprise-wide monitoring
3. Preferred Qualifications
- a. Bachelor's degree from an accredited university in computer engineering or related field
 - b. Hands-on experience in setting up the SolarWinds monitoring tool for an enterprise and all aspects of IT operation

U. Solutions Architect

1. General Description: A solutions architect creates the overall technical vision for a specific solution to a business problem. This position must design, describe, and manage solutions and will provide recommendations and roadmaps for proposed solutions. This position will design, debug, and provide performance analysis on solutions, documenting and sharing best practice knowledge for new solutions. This position will advocate for process improvements and help develop solutions. This position will also provide technical leadership to a team throughout the project lifecycle by regularly communicating new features and benefits to partners, customers, and other stakeholders, developing proof-of-concept projects to validate the proposed solutions, and reviewing and validating solutions designs from other team members.
2. Minimum Educational and Technical Requirements
- a. Bachelor's degree in computer related field from an accredited university
 - b. 10 + years of experience in designing technical solutions
 - c. Excellent analytical skills
 - d. Knack for finding creative solutions
 - e. Solid understanding of IT topics
 - f. Keen attention to detail
 - g. Strong interpersonal skills
 - h. Excellent verbal and written communication skills
3. Preferred Qualifications
- a. Master's or Ph.D. degree from an accredited university in computer science or related field. Candidate must have 10+ years of experience in designing technical solution to business problems.
 - b. Familiarity with coding languages, operating systems, and databases
 - c. Understanding of process optimization and deployment

- d. Experience working with various infrastructure platforms
- e. Ability to organize and prioritize critical projects
- f. Interest in new and developing technologies
- g. Willingness to work closely with various business units

V. Oracle Unifier Software Specialist

1. General Description: The Unifier Implementation Specialist must have extensive experience in implementing and configuring the Unifier Cloud application including development & configuration of shells, cost sheets, business processes, dashboard, and reports. This position must have a good understanding of web service and have expertise in implementing complex solutions utilizing Oracle Unifier's functionalities and features.
2. Minimum Educational and Technical Requirements
 - a. 5+ years of experience working with Oracle Primavera Unifier
 - b. Ability to create SQL queries
 - c. Good understanding of Oracle BI tools and ability to create BIP based reporting (RTF and excel) and dashboards.
 - d. Familiarity with Oracle CIC Analytics
 - e. 5+ years of experience in setting up automated reports within these monitoring systems for weekly/monthly availability of various IT infrastructure, applications, services, etc.
 - f. Working knowledge of MIBs, SNMP, Windows events, Windows services, and other protocols for setting up monitoring of all aspects of IT operation
 - g. Ability to understand business requirements and translate that into the what/how from a monitoring standpoint
 - h. Ability to work with other IT functions including infrastructure, applications, cyber, airport systems, etc. to understand those systems and bring those within the fold of enterprise-wide monitoring
3. Preferred Qualifications
 - a. Bachelor's degree from an accredited university in computer engineering or related field
 - b. Hands-on experience in setting up the SolarWinds monitoring tool for an enterprise and all aspects of IT operation

W. Artificial Intelligence (AI) / Machine Learning (ML) Engineer

1. **General Description:** The AI / ML Engineer extracts data efficiently from a variety of sources; builds and tests machine learning models; deploys the models using either embedded code or application program interface (API) calls to create AI-infused applications; helps develop operating software that can be used for artificial intelligence programs or other artificial intelligence applications; and works closely with others in order to produce systems capable of adapting or changing based on adding data. This position will research, design, and implement machine learning algorithms and models to solve business challenges and improve existing processes. This position will develop and maintain scalable machine learning pipelines and infrastructure for data ingestion, preprocessing, feature engineering, model training, and deployment. This position will explore and experiment with new machine learning techniques, frameworks, and libraries to stay current with industry trends and best practices. This position will evaluate model performance, conduct A/B testing, and iterate on models to improve accuracy, reliability, and scalability. This position will deploy machine learning models into production environments and monitor their performance in real-world settings. This position must be familiar with current Large Language Models (LLM)-based Generative AI (Gen AI) technologies and being able to use those on specific data sets on-prem or in the cloud for enterprise use cases is critical.
2. **Minimum Educational and Technical Requirements**
 - a. Working knowledge and 2+ years of experience in implementing Artificial Intelligence, Machine Learning, and Deep Learning technologies
 - b. Experience in developing and deploying cloud-based ML/AI services
 - c. Ability to build infrastructure for ML/AI networks on-premise or in the cloud
 - d. Ability to work with other IT disciplines and other business units to understand business environment and build ML/AI programs from the ground up
 - e. Strong programming skills in Python, with experience in libraries such as TensorFlow, PyTorch, scikit-learn, or similar.
 - f. Excellent analytical and comprehension skills
 - g. Ability to understand other lines of business and apply ML/AI technologies to achieve desired results
 - h. Excellent communication skills to relay complex problems in simple terms for a broad audience.
 - i. Proficiency in using cloud platforms (e.g., AWS, Azure, Google Cloud) for machine learning tasks.
3. **Preferred Qualifications**
 - a. Bachelor's degree from an accredited university in electrical engineering/physics, statistics, computer engineering, or related field
 - b. Certification in one of the ML/AI/Data Analytics platforms

- c. Knowledge of natural language processing (NLP) techniques and libraries (e.g. NLTK, SpaCy, Transformers).
- d. Experience with reinforcement learning algorithms and applications.
- e. Familiarity with containerization and orchestration tools (e.g., Docker, Kubernetes) for deploying and managing ML applications.
- f. Familiarity with current LLM/Generative AI technologies on specific data sets on-prem or in the cloud for enterprise use cases.

X. Data Architect

1. General Description: The Data Architect is responsible for designing data infrastructure to extract and organize data for authorized individuals to access. Their duties include identifying a company's internal and external data sources, collaborating with department heads to determine their data storage and organizational needs, and using the information to create and maintain data infrastructure for company employees. Data architects are IT professionals who leverage their computer science and design skills to review and analyze the data infrastructure of an organization, plan future databases, and implement solutions to store and manage data for organizations and their users. This position will have a strong background in data architecture, database design, and data management principles. They will play a critical role in designing and implementing scalable, reliable, and efficient data solutions to meet the needs of our organization and drive business success. This position will design and develop end-to-end data architecture solutions that support business objectives and enable data-driven decision-making. This position will define data standards, guidelines, and best practices to ensure consistency, integrity, and security of data assets across the organization. This position Design and implement data models, data pipelines, and data integration solutions to facilitate data ingestion, transformation, storage, and access. This position will lead data governance initiatives, including data quality management, metadata management, and data lineage tracking.
2. Minimum Educational and Technical Requirements
 - a. Bachelor's degree in computer science, information technology, data science, or a related field. Advanced degrees (Master's or PhD) are advantageous
 - b. Minimum of 5-7 years of relevant experience in data architecture, database design, and data management
 - c. Proficiency in database management systems (e.g., Oracle, SQL Server, MySQL, MongoDB) and NoSQL databases
 - d. Strong understanding of data modeling, data warehousing, and ETL processes
 - e. Knowledge of cloud-based data solutions (e.g., AWS, Azure, Google Cloud Platform)
 - f. Ability to analyze complex data systems and provide innovative solutions
 - g. Experience in assessing data requirements and designing scalable and efficient data architectures

- h. Excellent communication skills to collaborate with department heads and other stakeholders
- i. Capability to convey technical concepts to both technical and non-technical audiences
- j. Relevant certifications in data architecture, database design, or related fields (e.g. Certified Information Management Professional (CIMP), Certified Data Management Professional (CDMP))
- k. Proficiency in data modeling techniques and tools (e.g. ERwin, ER/Studio, PowerDesigner)
- l. Knowledge of data integration techniques and tools (e.g. ETL/ELT, Apache Kafka, Apache NiFi).

3. Preferred Qualifications

- a. Previous experience in data architecture within the aviation industry
- b. Master's or PhD in a relevant field, showcasing a deep understanding of advanced data concepts
- c. Proven track record of implementing innovative data solutions that positively impact organizational efficiency and decision-making
- d. Experience with data warehousing concepts, architectures, and technologies (e.g., Snowflake, Redshift, BigQuery)
- e. Experience with data governance frameworks and tools (e.g., Collibra, Informatica Axon).
- f. Experience with distributed computing frameworks (e.g., Hadoop, Spark) and big data technologies.

Y. User Interface (UI) / User Experience (UX) Developer

1. General Description: A User Interface (UI) / User Experience (UX) Developer is to translate creative software design concepts and ideas into reality using front end technology. This position must understand the user interface design solution both in its practical intent and creative vision and convert it into engineered software. This position will craft intuitive and visually appealing user interfaces that enhance the overall user experience. This position will work closely with developers, and product managers to create engaging digital experiences that meet user needs and business objectives. Collaborate with designers and product managers to understand user requirements and translate them into interactive prototypes and wireframes. This position will implement user interface components and interactions that adhere to design guidelines and accessibility standards. This position will conduct usability testing and gather feedback to iterate on designs and improve the user experience. Optimize application performance and load times through efficient front-end coding practices and techniques. This position will stay up to date with the latest UI/UX trends, tools, and technologies. This position will design and develop responsive and user-friendly web and mobile interfaces using HTML, CSS, JavaScript, and other front-end technologies.

2. Minimum Educational and Technical Requirements

- a. Bachelor's degree in computer related field, Graphic Design, Human-Computer Interaction, or a related field from an accredited university
- b. Three years of experience in front-end development, with a focus on UI/UX design and implementation
- c. Proficiency in HTML, JavaScript, jQuery, and CSS with experience in modern frameworks/libraries such as React, Angular, or Vue.js
- d. Knowledge of Adobe Illustrator
- e. Good interpersonal skills
- f. Understanding of key design principles
- g. Good problem-solving skills
- h. Strong understanding of responsive design principles and cross-browser compatibility issues
- j. Familiarity with design tools such as Adobe XD, Sketch, or Figma for creating wireframes and prototypes.

3. Preferred Qualifications

- a. Master's degree from an accredited university
- b. Significant experience in HTML, CSS, Sass, and ITCSS
- c. Understanding of usability and accessibility standards and testing
- d. Familiarity with JavaScript, animation libraries, and other programming language commonly used to create interactive effects within web browsers.
- e. 10+ years of experience
- f. Knowledge of development best practices and coding standards, including cross-browser compatibility, and responsive development
- g. Knowledge of mobile app development frameworks and platforms (e.g., React Native, Flutter).
- h. Portfolio showcasing previous UI/UX design and development projects.

Z. SharePoint Developer

1. General Description: SharePoint Developer will design and develop SharePoint websites using SharePoint designer or web UI developing tools. SharePoint is a highly configurable document management and storage system that integrates with Microsoft Office. SharePoint Developer is tasked with creating customized SharePoint solutions for front-end use. SharePoint Developer will be responsible for developing and maintaining SharePoint platform, including sites and applications. The ideal candidate

has experience developing and supporting enterprise-level applications, as well as strong problem-solving and communication skills.

2. Minimum Educational and Technical Requirements

- a. Bachelor's degree in computer science or software engineering
- b. 5+ years of technical experience in building SharePoint sites, developing and migration SharePoint platforms
- c. MOSS or WSS certification
- d. Previous experience as a SharePoint developer
- e. Extensive knowledge of C#, ASP.NET, and .NET Frameworks
- f. Familiarity with JavaScript, HTML5, CSS, XML, jQuery, SQL Server, and Web Services
- g. High-level coding skills
- h. Ability to solve complex software issues
- i. Ability to project manage
- j. Detail orientated
- k. Self-motivated

3. Preferred Qualifications

- a. MS degree in Computer Science or related engineering discipline
- b. A good understanding of Microsoft SharePoint (2010/2013/2016/Office 365), Microsoft's cloud computing technologies
- c. Deployment experience with SharePoint and Office 365 workloads
- d. 10+ years of experience in SharePoint migration, including developing and building SharePoint sites

AA. Mobile Application Developer

1. General Description: The mobile application developer will create innovative mobile applications that deliver exceptional user experiences. They will collaborate with cross-functional teams to design, develop, and maintain high-quality mobile applications for iOS and/or Android platforms using latest technologies and best practices. They will incorporate best practices in UI/UX to build and support exceptional mobile apps in both B2B and B2C ecosystems.
2. Minimum Educational and Technical Requirements:
 - a. Bachelor's degree in computer science or software engineering or related field.
 - b. 5 years of experience as a Mobile Application Developer, with a strong portfolio of mobile applications developed for iOS and/or Android platforms.

- c. Proficiency in mobile application development using programming languages such as Swift (for iOS) and/or Kotlin/Java (for Android).
- d. Experience with mobile application development frameworks and libraries such as SwiftUI, UIKit, and Android SDK.
- e. Solid understanding of mobile application architecture, design patterns, and best practices.
- f. Familiarity with RESTful APIs, JSON, and web services integration.
- h. Ability to solve complex software issues
- i. Ability to project manage
- j. Detail orientated
- k. Self-motivated

3. Preferred Qualifications

- a. Experience with cross-platform mobile development frameworks such as React Native, Flutter, Xamarin, Cordova, Objective C, Ionic, etc.
- b. Knowledge of mobile UI/UX design principles and guidelines.
- c. Experience with version control systems such as Git. CI/CD tools like Jenkins, Git, etc.
- d. Experience with Agile development methodologies.
- e. Experience with modern development concepts such as microservices, Kubernetes, docker.
- f. Experience with cloud technologies in Azure and AWS.

3.8 Project-Based Professional Services

A. General Requirements:

- 1. Upon written request from the City, the Contractor shall provide qualified and competent professionals with specified expertise, or familiarity with a specified system, technology, application, or project, on an as-needed basis to complete project-based professional service projects.
- 2. Project-based professional services shall have a mutually approved written scope of work and price prior to initiation of work.

B. Utilization Process:

- 1. The City will contact the Contractor(s) and provide a scope of work for pre-defined, project-based professional services only.
- 2. The Contractor(s) will submit an offer to deliver the scope of work requested based upon hourly rates within the Fee Schedule. The offer will include the specific Contractor's Employee(s) proposed, resumes, prior experience specifically as it relates

to the scope of work, number of hours, hourly rates, timeline to complete the scope of work, and total project price.

3. The City reserves the right to negotiate hourly rates within the Fee Schedule and negotiate total hours proposed by the Contractor(s) needed to complete a project.
4. If an offer for a project is accepted by the City, the City will notify Contractor with a written notice to proceed.
5. The terms and conditions of this Contract will govern the project-based professional services delivered by the Contractor. The City will not negotiate new terms and conditions or a new agreement with the Contractor for the scope of work. However, the City and Contractor shall agree to key aspects of the scope including but not limited to scope, deliverables, acceptance criteria, timeline, support, and other relevant areas.
6. Contractor(s) will perform background checks for recommended candidate(s), in accordance with the background screening requirements in this Contract.
7. Contractor must follow invoicing and purchase order procedures established in this Contract.
8. The City may require the Contractor to continue providing specific Contractor Employee(s) from the project for ongoing support. The City will inform the Contractor in such case upon which the Contractor shall provide their hourly rate for City's consideration.

3.8. Work Schedule

Regular City workdays are Monday through Friday, excluding the City holidays ([City Holiday Calendar](#)), unless otherwise agreed to between the parties. The work hours will be communicated by the City at the time of the engagement.

At the request of the ADR or designee, Contract staff may be required to provide after-hours services and/or some positions may require rotating on-call status with varying shifts and days.

As needed, Contractor's Employee(s) may be required to make themselves available via cell phone and/or provide after-hours services.

The City expects Contractor to comply with all applicable labor laws. The City will not pay overtime or after-hours rates for contracted IT staffing services. All hourly rates will be invoiced and paid at the agreed upon rate, consistent with the hourly rate ranges listed in the Fee Schedule, subject to the City's approval.

3.9. Timekeeping

The Contractor must submit weekly detailed timesheets for every staff member assigned to Aviation for approval by the ADR using the Contractor's own time management system. The ADR will review each timesheet to verify the total number of hours worked for each Contractor Employee. The ADR may request additional information from the Contractor to verify any discrepancies prior to approving the timesheet(s). The ADR will work with the Contractor in

resolving timesheet and invoicing discrepancies between Aviation and the Contractor. The ADR will have the final say on whether the timesheet and invoice discrepancies have been resolved to the City's satisfaction. Aviation's preference is that the Contractor will provide access to its Contractor's Employee's "view only" timesheets using a secure portal. The Contractor will provide to ADR all timesheets for review each month prior to invoice submittal.

Aviation will provide the necessary information to be included in the required format of timesheets at the time of Contract award. Aviation reserves the right to change the requested format and level of detail at any time during this Contract.

Contractor's Employee(s) are required to enter their hours worked in Aviation's time management system.

3.10. Payments

Contractor will submit monthly invoices for services rendered the previous month.

Each Contractor invoice will be accompanied by all approved timesheets for the invoiced month and if applicable, itemized receipts. Invoices must be submitted free of mathematical errors and contain all supporting documentation. All appropriate documentation will be provided to support the charges reflected in the invoice.

Upon finding an error and/or missing documentation, Aviation will return the invoice to the Contractor. The Contractor must correct and resubmit the revised invoice to Aviation within one (1) week.

Each revised invoice will document the date the revised invoice is submitted to Aviation.

Requests for payment must be submitted with documentation of dates and hours worked, hourly rate charged, and a detailed description of the services performed. Failure of Aviation to identify an error does not waive any of Aviation's rights.

Invoices will be submitted to invoices@phoenix.gov and avn.tec.admin@phoenix.gov and will include the following:

- City purchase order number
- Contract employee name
- Contract employee position title
- Total number of hours worked during the month
- Unit price extended and totaled
- Applicable tax
- Invoice number and date
- Requesting department and ship-to address
- Payment terms
- FOB terms, if applicable
- Approved timesheets of every staff member assigned to Aviation

3.11. Additional Work Unrelated to Aviation Projects

Contractor will not engage with or solicit other Aviation business partners without prior approval of the ADR.

Aviation will not pay for any hours Contractor and/or Contractor's employees spend on contract administration and/or Contractor's staff meetings.

Any additional work unrelated to projects approved by Aviation will not be charged to Aviation without prior approval from the ADR.

3.12. Reimbursable Expenses

Pre-approved reimbursable expenses, if applicable, will be reimbursed with no additional charges for overhead, benefits, or administrative support. All reimbursable expenses must be approved by the ADR, in writing, in advance, and must be reasonable and prudent. Travel will be reimbursable for Aviation projects that require travel. Aviation will be the sole judge in determining expenses that may be considered reimbursable.

Aviation will provide parking in the vicinity of the work site for Contractor's employees. Parking privileges assigned to Contractor's employees may be used only during assigned work hours. The Contractor will be assessed an administrative fee and a monthly fee for each Contract employee requiring a parking access card in accordance with Phoenix City Code §4-58(C). The administrative fee and the monthly fee are considered reimbursable. Replacement cards due to loss or damage will be assessed fees in accordance with Phoenix City Code §4-58 (C); these fees are not reimbursable.

3.13. Access to City Networked Assets

Access to the City's networked assets is only granted to Contractor or its subcontractors if the Director of Aviation Services or his designee determines there is a contractual reason for access to City of Phoenix networked assets. These assets may include, but are not limited to, servers, business applications, and/or data.

Contractor will notify the ADR within four (4) hours or no later than the end of business day when a member of its staff or its subcontractor is no longer providing services under the terms of this Agreement. All system privileges and access to City information will cease immediately, and all City information disclosed to users must be returned the same day or destroyed. The Contractor shall provide written confirmation of destruction of such information to the City.

Contractor and its subcontractors will comply with all applicable City standards, policies, and procedures for access privileges, copies of which may be made available to Contractor or its subcontractors upon request.

Contractor's and Contractor's Employee's access to City networked assets will be immediately revoked by the City upon termination, cancellation, or expiration of this Contract.

3.14. Remote Access to City Networked Assets

Access to the City's Privileged Remote Access is only granted to the Contractor and its subcontractors if Aviation's Assistant Chief Information Officer or his designee determines there is a contractual reason for remote access to City of Phoenix networked asset. These assets may

include, but are not limited to, servers, business applications, and/or data.

Contractor's Employees requesting Privileged Remote Access account must successfully complete a background screening and security check at Contractor's sole cost and expense. The background screening provided by the Contractor will comply with all applicable laws, rules, and regulations.

Contractor and any subcontractors understand that the City may, from time to time and at its sole discretion, make changes to the security infrastructure in order to protect the interests of the City. Such changes may result in changes to the privileges of the Contractor and its subcontractor(s), as such changes may occur without prior notification. Any changes in Privileged Remote Access methods are wholly the responsibility of the Contractor and its subcontractors and the City will not be liable for any expenses incurred by the Contractor and its subcontractors in having to update their Privileged Remote Access. A current list of acceptable operating systems, anti-virus, and firewalls may be made available upon request by the Contractor.

Contractor, Contractor's employees, and its subcontractors will comply with all applicable City standards, policies, and procedures for remote access privileges, copies of which may be made available to Contractor upon request.

Contractor's, Contractor's Employee's, and any subcontractors' remote access will be immediately revoked by the City upon termination, cancellation, or expiration of this Agreement.

The City requires Contractor, Contractor's Employees, and any subcontractors to access its systems remotely using secure Multi-Factor Authentication (MFA) method. The Contractor, Contractor's Employees, or its subcontractor must be able to use City's MFA solution in order to gain remote access. Contractor, Contractor's Employees, or its subcontractor may not be able to get an exception for this cybersecurity requirement where remote access is required.

3.15 Telework

The City may make certain contracted positions and/or Contractor's Employees available for telework. Contracted positions and/or Contractor's Employees qualifying for telework are at the discretion of the City. In such case, Contractor will make the decision as to whether Contractor's Employees may be allowed to telework. In cases where telework is feasible for the contracted position and is allowed by the Contractor, Contractor's Employees shall comply with Contractor's policies and standards for telework.

3.16. Computer Requirements

Aviation will provide computers to Contractor's Employees working for Aviation under this Contract. All Contractor's Employees must adhere to City Administrative Regulations (A.R.) regarding the use of City computers, computer systems, and software which includes but is not limited to the following:

A.R. 1.83 IT Asset Management

A.R. 1.84 Information Security Management

A.R. 1.86 Legal Use of Software

A.R. 5.13 Accountability and Inventory Control for City Owned Property

Contractor's Employees who are issued or use City-owned property to provide services to Aviation will be responsible for making every reasonable effort to care for and prevent damage, loss, or theft of City-owned property or equipment. Contractor's Employees are not responsible for damage to property resulting from normal wear and tear or for property lost or damaged due to situations beyond their control. When it has been determined that the Contractor's neglect resulted in the loss or theft of City-owned property, Contractor will be subject to reimbursement of the equipment. Missing or stolen City-owned property must be reported immediately to the police. Contractor's Employees will be required to provide a Police Department report number regarding the incident. The ADR will be the sole judge in determining the responsible party for loss or damaged City property.

3.17. Account Management Procedures

Contractor's Employees who uses a City computer system will be assigned a unique user ID in accordance with City information technology standards and procedures. Every City-issued user ID and related password is intended for the exclusive use of a specific individual. While user IDs can be shared in electronic mail messages and in other places, passwords will never be shared with anyone.

Contractor's Employees are responsible for all activity that takes place with their City provided user ID and password or other authentication mechanism. Contractor's Employees will change their passwords immediately if they suspect they have been discovered or used by another person.

Contractor's Employees will log off from multi-user systems connected to any City internal network when they leave their desks for more than a few minutes.

Contractor's Employees will not test or attempt to compromise computer or communication system security measures. Incidents involving unapproved system hacking, password guessing, file decryption, bootleg software copying, or similar unauthorized attempts to compromise security measures may be unlawful and may result in immediate termination of this Agreement without notice. Shortcuts bypassing systems security measures, pranks, and practical jokes involving the compromise of systems security measures are prohibited.

Contractor and its subcontractors will report all significant changes in staff duties or employment status within four (4) hours to the ADR.

Contractor and its subcontractors will immediately notify the ADR if other access control mechanisms are broken or if it suspects that these mechanisms have been compromised.

3.18. City Administration Regulations, Policies, and Procedures

Contractor's Employees must adhere to all City Administrative Regulations, policies, and procedures that pertain to this Contract, including, but not limited to, change management procedures and password management procedures. Applicable Administrative Regulation, policy, and procedure documents will be shared with the Contractor(s) after Contract award.

3.19. Mobile Device Requirement

Contractor is required to provide cell phones for the Contractor's Employees within five (5) business days of the Contractor's Employee's start date. The cell phone should have unlimited

calling and data to allow for business applications such as email, ENS, or similar business applications, to be utilized without restriction. Also, if Contractor's Employees prefers to use their personal device, they shall add the needed City applications to their device in order to meet the needs requirements of the City and effectively perform in their role. The staff will be expected to be available during regular Contractor's Employee work hours, excluding City holidays.

At the request of the ADR, Contractor's Employee may be required to provide after-hours services and/or be available via cell phone in addition to regular contracted hours for special projects or during critical system outages or issues.

3.20. Operation of City Vehicles

Depending on the specific project or requirements, some positions may require Contractor's Employee to operate on airport property using City vehicles. In such case, the City will notify the Contractor at the time of requesting services or when the need arises. The Contractor shall inform the City of its ability to secure such driving access and the time frame.

3.21. Uniform Specifications and Appearance Standards

Contractor's Employees must maintain a professional, clean, and neat appearance while on property at the Airports or on video calls for their job responsibilities. Aviation will notify Contractor if Contractor's Employees is failing to maintain a professional, clean, and/or neat appearance so that Contractor can manage the situation appropriately.

Some positions, depending on their assignment, may be required to wear a uniform consisting of a polo shirt with the City of Phoenix or Aviation-branded logo(s). Aviation will provide the uniforms.

All City-issued clothing items are the property of the City and must be returned to the City at Aviation Headquarters within one business day (excluding weekends and City holidays) of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement.

3.22. Release of Information - Advertising and Promotion

Contractor and its subcontractors will not publish, release, disclose, or announce to any member of the public, press, official body, or any other third party: (1) any information concerning this Agreement, the Services, or any part thereof; or (2) any documentation or the contents thereof, without the prior written consent of the City, except as required by law. The name of any site on which services are performed will not be used in any advertising or other promotional context by Contractor without the prior written consent of the City. Contractor will comply with the Aviation Department's "Contractor Communication Procedures" available at <https://www.skyharbor.com/airport-business/on-airport-business/consultants-contractors-tenants/>.

3.23. Subcontracting

Contractor must obtain approval from the ADR prior to any subcontracting work being performed. Aviation reserves the right to review the subcontractor's background and make a determination to approve or reject the use of the submitted subcontractor(s).

Contractor will be responsible for all payments to the subcontractor including but not limited to labor, parts and materials incurred from subcontracting the services to other companies and/or vendors.

Subcontractors providing service under this Contract will meet the same service requirements and provide the same quality of service required of the Contractor.

No subcontract under this Contract shall relieve the awarded Contractor of responsibility of service. The Contractor shall manage all schedules, quality, performance, and project management for subcontractors.

Contractor will be held solely responsible and accountable for the service and/or repairs for which the Contractor subcontracted.

The City reserves the right to have the Contractor remove the subcontractor or any of the subcontractor's staff deemed unsatisfactory.

Contractor is responsible to ensure that any and all subcontractors possess all valid certifications and/or licenses required by federal, state, or local laws to perform any work related to this Contract prior to the start of work.

3.24. Review of Contractor's Personnel Changes

The City must be informed if the Contractor decides to dismiss a Contractor's Employee that is currently contracted to work at Aviation. The Contractor shall provide to the City a detailed plan on the timing of such action, impact on the City's ongoing work, and how it plans to mitigate such impact by providing a comparable replacement staff for City's consideration.

4. Evaluation Process

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p style="text-align: center;"><u>Qualifications and Experience of Firm</u></p> <p>Offeror must provide an executive statement in narrative form detailing, at minimum, its background, experience, and qualifications including 1) number of years providing contracted IT staffing services to the public sector of similar size to Aviation, 2) experience providing contracted IT staffing services to the public sector specific to the IT industry based on the list of Core Positions in this Scope of Work, 3) offeror's organizational chart, 4) a list of positions from the Core Positions within this Scope of Work that the firm has experiencing staffing, 5) a list of the Offeror's recruiters that will be assigned staffing responsibilities for this Contract. Provide a detailed resume for each recruiter and include their technical and specialized recruiting experience and qualifications, 6) demonstrated ability to satisfy client IT staffing requirements in the three (3) most recent contracts within the last five (5) years in the following two areas: average response rate of at least 75% (percentage of client staffing requests that the Offeror has responded to by providing qualified candidate resumes), and average placement rate of at least 50% (percentage of client staffing requests that the Offeror has formally met by providing successful candidates).**</p> <p>Offeror must provide three (3) references relevant to this Scope of Work.</p>	Points Based	400 (40% of Total)
2.	<p style="text-align: center;"><u>Method of Approach</u></p> <p>Offeror must provide an executive statement in narrative form, not to exceed twenty (20) pages, detailing its method of approach to satisfy the requirement of the Scope of Work. At minimum, Offeror must include 1) a summarization of your firm's proposed method providing contracted IT staffing services to Aviation, 2) a detailed list of your firm's accomplishments utilizing similar methods to provide contracted IT staffing services, 3) details of your firm's ability to provide contracted IT staffing services in a timely manner, 4) a detailed and comprehensive presentation of your firm's methodology used to recruit and qualify candidates for IT positions, including pre-qualifications and final recommendation processes, 5) Offeror's process to source from a pool of quality candidates within client's defined time frame.</p>	Points Based	350 (35% of Total)
3.	<p style="text-align: center;"><u>Fee Schedule</u></p> <p>Offeror must submit a completed Fee Schedule and provide a range of hourly rates for all Core Positions. The City will only evaluate the maximum hourly rate for each Core Position. Offerors not submitting a range of hourly rates for all Core Positions may be deemed non-responsive.</p>	Points Based	250 (25% of Total)

**Average response rate calculation example:

One position for Systems Engineer: 1 response

Two positions for Network Analyst: 1 response

Average response rate (2 responses / 3 positions) = 66.67%

**Average placement rate calculation example:

Two positions for Data Architect: 1 placement

Two positions for Network Engineer: 2 placements

One position for Application Developer: 0 placement

Average placement rate (3 placements / 5 positions) = 60%

5. Standard Terms and Conditions

5.1. Definition of Key Words Used in the Solicitation

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.

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

"A.R.S." Arizona Revised Statute

"Aviation" The City of Phoenix Aviation Department

"Aviation Director" or "Deputy Aviation Director" The contracting authority for the City of Phoenix, Arizona authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.

"Buyer" or "Procurement Officer" City of Phoenix 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 the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this Contract.

"City" The City of Phoenix

"Contractor" The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.

"Contract" or "Agreement" The legal agreement executed between the City of Phoenix, AZ and the Contractor.

"Contractor's Employee" An individual employed by the Contractor to perform work under this Contract. Contractor's Employee is not an employee of the City of Phoenix.

"Day" or "Days" Means calendar days unless otherwise specified.

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

"Good Cause" Substantial grounds or evidence based upon facts not in dispute as determined by the Procurement Officer that the failure by an aggrieved party an offeror or a respondent to submit a timely offer response protest or appeal was beyond its control due to misinformation relayed in writing by a City employee.

“Offer” Means a 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, Contractor, 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.

“Suppliers” Firms, entities, Contractors, 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 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. Submittals
 9. Exhibits
 10. Instructions to Contractors
 11. Other documents referenced or included in the Solicitation
- C. **Organization – Employment Disclaimer:** The 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 be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor’s obligations under the agreement are considered to be City’s employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen’s 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 of Phoenix 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 the terms of this Agreement. 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 Contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

5.3. Contract Administration and Operation

- A. **Records:** All books, accounts, reports, files, and other records relating to the contract will be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City. Confidentiality will be maintained, and City will not violate any proprietary or other confidentiality agreements vendor has in place.
- B. **Discrimination Prohibited:** Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended. Any contractor, in performing under this Contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and 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 will include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled, and union labor, or who may perform any such labor or services in connection with this Contract. Contractor further agrees that this clause

will be incorporated in all subcontracts, job-contractor agreements or subleases of this Agreement entered into by supplier/lessee.

C. Equal Employment Opportunity and Pay: In order to do business with the City, Contractor must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

1. **For a Contractor with 35 employees or fewer:** Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled, and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, Contractor agreements or subleases of this Agreement entered into by supplier/lessee.

2. **For a Contractor with more than 35 employees:** Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled, and union labor, or who may perform any such labor or services in connection with this Contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this Agreement entered into by supplier/lessee. The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and

employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

3. **Documentation:** Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.
4. **Monitoring:** The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

D. **Legal Worker Requirements:** The City of Phoenix 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 that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.
2. A breach of a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.

E. **Health, Environmental, and Safety Requirements:** The 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 or not they are referred to by the City. At the request of City representatives, the 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 the Contractor in this Contract.
2. A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm 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 the Contractor or subcontractor. The City will also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this Agreement. The City further reserves the right to make unannounced inspections of the Contractor's facilities (during normal business hours).

- F. **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 the contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts. Contractor shall comply with the provisions of **Exhibit A** - Supplemental Terms and Conditions to All Airport Agreements attached and incorporated herein by this reference.
- G. **Sensitive Security Information (SSI):** Contractor shall comply with the requirements 49 C.F.R. Parts 15 and 1520, prohibiting the unauthorized release of Sensitive Security Documents, which includes photographs and/or videos taken of secured areas of the airport. Upon the receipt or creation of any SSI documents, including photographs and/or videos taken of secured areas of the airport, Contractor shall be required to complete and submit the attached City of Phoenix Aviation Department Sensitive Security Information Acknowledgment Form, marked **Attachment C**, and incorporated herein by this reference. **Offerors not submitting a signed SSI form may have their Offer deemed non-responsive and rejected.** Information on the maintenance, safeguarding, and disclosure of SSI is available at <https://www.tsa.gov/sites/default/files/ssi-best-practices-guide-for-non-dhs-employees.pdf>.
- H. **Lawful Presence Requirement:** Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships, and limited liability companies.
- I. **Continuation During Disputes:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the 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.
- J. **Emergency Purchases:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

5.4. Continuation During Disputes

- A. Contractor agrees as a condition of this Agreement that in the event of any dispute between the parties, provided no Notice of Termination has been given by the City, and if

it is feasible under the terms of this Agreement each party will continue to perform the obligations not related to the dispute required of it during the resolution of such dispute, unless enjoined or prohibited by a court of competent jurisdiction.

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

5.5. Governing Law; Forum; Venue

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

5.6. Audit/Records

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

5.7. Independent Contractor Status; Employment Disclaimer

- A. The parties agree that Contractor is providing the Services under this Agreement on a part-time and/or temporary basis and that the relationship created by this Agreement is that of independent contractors. Neither Contractor nor any of Contractor's agents, employees or helpers will be deemed to be the employee, agent, or servant of the City. The City is only interested in the results obtained under this Agreement; the manner, means and mode of completing the same are under the sole control of Contractor.
- B. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in this Agreement. The parties agree that no individual performing under this Agreement on behalf of Contractor will be considered a City employee, and that no rights of City Civil Service, City retirement or City personnel rules will accrue to such individual. Contractor will have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and will save and hold harmless the City with respect thereto.

5.8. Costs and Payments

- A. **General.** Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for payment of goods or services received. The City will make every effort to process payment for the purchase of materials or services within thirty to forty-five 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. **Taxes.** City will pay any sales or use taxes resulting from this Agreement. Contractor shall be solely responsible for payment of taxes based on Contractor's income. Contractor agrees that on all billings, invoices, books and records relating to this Agreement, Contractor will state the charges imposed for the sale, transfer and licensing of tangible personal property separately from charges imposed for professional, personal and technological services including, but not limited to, software installation, modification, training, consulting and technical telephone support.
- C. **Invoices.** Contractor shall submit invoices in arrears. Each invoice will clearly note any Purchase Order number and be accompanied with itemized receipts which include approved timesheets. The invoice will be submitted free of mathematical errors and/or missing supporting documentation. All appropriate documentation supporting the charges reflected in the invoice will be provided with the invoice. Upon finding of an error and/or missing documentation, the City may return the invoice to the Contractor. Contractor will promptly resubmit the revised invoice to the City. Each revised invoice will document the date that the revised invoice is submitted to the City. Requests for payment must be submitted with documentation of dates and hours worked, hourly rate charged, and a detailed description of the Services performed. Oversight by the City in identifying an error does not result in waiver of any of the City's rights. All properly submitted invoices will be paid promptly after the City's receipt of the invoice.
- D. **Payment Offset Provision.** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.
- E. **Commencement of Work.** Contractor is cautioned not to commence any billable work or provide any material or service under this Agreement until Contractor receives a fully executed contract document or otherwise directed to do so, in writing by the City.
- F. **Late Submission of Claim by Contactor.** The City will not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.
- G. **No Advance Payments.** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.
- H. **Fund Appropriation Contingency.** Contractor recognizes that this Agreement shall commence upon the day first provided and continue in full force and effect until termination

in accordance with its provisions. The Contractor and the City herein recognize that the continuation of any Agreement after the close of any given fiscal year of the City of Phoenix, which fiscal year ends on June 30 of each year, shall be subject to the approval of the budget of the City of Phoenix providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

- I. **IRS W9 Form.** In order to receive payment, the Contractor shall have a current IRS W-9 form on file with the City of Phoenix. The form can be downloaded at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>
- J. **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 the Contractor charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the prices of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.

5.9. Contract Changes

- A. **Contract Amendments:** Whenever an addition, deletion, or alteration to the services described in the Scope of Work herein substantially changes the Scope of Work thereby materially increasing or decreasing the cost of performance, a supplemental agreement must first be approved in writing by the City and Contractor before such addition, deletion, or alteration will be performed. Changes to the services may be made and the compensation to be paid to Contractor may be adjusted by mutual agreement, but in no event may the compensation exceed the amount authorized without further written authorization. It is specifically understood and agreed that no claim for extra work done or materials furnished by Contractor will be allowed except as provided herein, nor will Contractor do any work or furnish any materials not covered by this Agreement unless first authorized in writing. Any work or materials furnished by Contractor without prior written authorization will be at Contractor's risk, cost and expense, and Contractor agrees to submit no claim for compensation or reimbursement for additional work done or materials furnished without prior written authorization.
- B. **Non-Assignability:** This Agreement is in the nature of a personal services contract and Contractor shall have no power to assign this Agreement, including any right, duty, or obligation of Contractor under this Agreement, without the prior written consent of the City. Contractor shall not subcontract with any third party for any component of the Services without the prior written consent of the City. Any attempt to assign or subcontract without the City's prior written consent shall be void. An essential consideration provided to the City by Contractor to induce the City to enter into the Agreement is Contractor's representation that the individual(s) performing services shall include Contractor's

principals as selected through the Qualified Vendor solicitation process. Therefore, should such named individual(s) sever their relationship with Contractor, or otherwise be unavailable to carry out Contractor's duties under this Agreement for a period of time deemed to be excessive by the City in its sole and absolute discretion, then the City may, without notice, immediately terminate this Agreement for cause.

- 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.

5.10. 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 seller 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 the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.
- 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. 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 is delayed at any time in the progress of the work 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 causes 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 provision, 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 time of completion will be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 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 that the contract operations have commenced until the final acceptance of the work by the City.
- E. **Contract Performance:** Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the scope, 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 the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor. The Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance unless a different amount of time is specified in the 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 the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

- F. **Damage to City Property:** Contractor will perform all work so that no damage to the building or grounds results. Contractor will repair any damage caused to the satisfaction of the City 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.

5.11. 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 this intent to perform. In the event that a demand is made and no written assurance is given within five 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 the 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 the 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 the Contractor.
- D. **Default:** In case of default by the 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:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained

by the seller 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 the 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 City's request upon termination of this Contract. Contractor agrees to assign to 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.

5.12. Contract Termination

- A. **Gratuities:** The City may, by written notice to the Contractor, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. 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 the 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-day written notice to Contractor. The City at its convenience, 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 of this Contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller 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. Immediately upon receiving a written notice to terminate or suspend Services, Contractor will:
 - a. Discontinue advancing the work in progress, or such part that is described in the notice.

- b. Deliver to the City all collected raw data, draft reports, preliminary reports, working papers, estimates and forecasts entirely or partially completed, together with all unused materials supplied by the City.
 - c. Appraise the work it has completed and submit its appraisal to the City for evaluation.
 - d. Be paid in full the pro rata value for services performed to the date of its receipt of the Notice of Termination, including reimbursement for all reasonable costs and expenses incurred by Contractor in terminating the work, including demobilization of field service. No payment will be made for loss of anticipated profits or unperformed services.
 3. The City reserves the right to cancel the whole or any part of this Contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:
 - a. In the opinion of the City, Contractor provides personnel who do not meet the requirements of the Contract;
 - b. In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;
 - c. In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products, or workmanship, which is of an unacceptable quality;
 - d. Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;
 - e. In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the Contract and/or gives the City a positive indication that Contractor will not or cannot perform to the requirements of the Contract.
- C. **Final Payment:** The City shall make final payment for all Services performed and accepted within sixty (60) days after Contractor has delivered to the City any final progress reports, documentation, materials and evidence of costs and disbursement as required under this Agreement.
- D. **Temporary Suspension.** The City may, by written notice, direct Contractor to suspend performance on all or any part of the Services for such period of time as may be determined by the City to be necessary or desirable for its convenience. If such suspension causes additional expense to Contractor in performance, and such additional expense is not due to fault or negligence of Contractor, the payment will be adjusted on the basis of actual costs resulting directly from the suspension, and the period for performance of the Services will be extended by mutual agreement. Any claim by Contractor for a price adjustment must be supported by appropriate documentation asserted promptly after Contractor has been notified to suspend performance.

- E. **Contract Cancellation:** All parties acknowledge that this Contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.

5.13. Notice

All notices, consents, approvals, and other communications (notices) between the City and Contractor that are required to be given under this Contract shall be in writing and given by (A) personal delivery, (B) email with return receipt requested (read receipt), (C) facsimile transmittal with delivery confirmation, (D) prepaid delivery to any commercial air courier or express delivery service, or (E) registered or certified mail, postage prepaid and return receipt requested, through the United States Postal Service.

Notices to the City shall be sent to:

City of Phoenix Aviation Department
Aviation Headquarters
ATTN: Contracts & Services Division
2485 East Buckeye Road
Phoenix, AZ 85034
Facsimile: 602-273-2080
avn.contract.services@phoenix.gov

City of Phoenix Aviation Department
Aviation Headquarters
Technology Division
ATTN: Genie Usher
2485 East Buckeye Road
Phoenix, AZ 85034
genie.usher@phoenix.gov

Notice to Contractor shall be sent to the person at the mailing address, email address, or fax number listed by Contractor in its Offer in Section VI – Submittals of this Contract.

Notice given in compliance with this Section is deemed received (A) on the day it is personally delivered, (B) on the day it is sent by email, (C) on the day it is sent by facsimile transmittal, (D) two (2) days after it is deposited with any commercial air courier or express delivery service, or (E) five (5) days after it is sent by registered or certified mail as provided above. Any time period stated in a notice shall commence on the date the notice is deemed received. Actual receipt is not required.

If notice is sent by email transmittal, then a paper copy shall be sent by prepaid regular first-class mail through the United States Postal Service to the Party at the address listed above. Duplicate notice is merely a courtesy and does not change or extend the effective date of the notice. The failure to receive the duplicate notice does not affect the validity of the notice sent by email transmittal.

5.14. Conflicts of Interest

- A. Contractor acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure this Agreement upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the Phoenix City Council or any employee of the City has any financial interest in the consulting firm. For breach of violation of this warranty, the City will have the right to annul this Agreement without liability, including any such commission, percentage, brokerage, or contingent fee.
- B. The City reserves the right to immediately terminate the contract in the event that the City determines that Contractor has an actual or apparent conflict of interest.
- C. Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the City for the purpose of securing this Agreement, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of this Agreement, the City may, by one calendar day written notice to Contractor, terminate the right of Contractor to proceed under this Agreement, provided that the existence of the facts upon which the City made such finding will be an issue and may be litigated in an Arizona court of competent jurisdiction. In the event of such termination, the City will be entitled to the same remedies against Contractor as could be pursued in the event of default by Contractor.
- D. This Agreement is subject to the requirements of Arizona Revised Statutes §38-511.

5.15. Waiver of Claims for Anticipated Profits

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

5.16. 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 the Contractor that is conducting business in Arizona and the City of Phoenix. Any failure by the Contractor to collect applicable taxes from the City will not relieve the 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 not deduct, add, or alter pricing based on speculation or application of any taxes, nor will the City 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, the Contractor will be liable to the City for that amount, and by contracting with the

City, the Contractor agrees to remit any overpayments back to the City for miscalculations on taxes included in an offer price.

5.17. Tax Indemnification

Contractor will pay all federal, state, and local taxes applicable to its operation and any persons employed by the 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.

5.18. 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 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 City in evaluating Contractor's qualifications for and compliance with contract for duration of the term of contract.

5.19. 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.

5.20. 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.

5.21. 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 the 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.

5.22. Strict Performance

Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, 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 the Contract.

5.23. 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 or delivery schedule, or both. Any claim for adjustment will be deemed waived unless asserted in writing within sixty 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 Aviation Director or Deputy Aviation Director prior to the institution of the change.

5.24. Attorney Fees

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

5.25. Headings

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

5.26. National Emergency

This Contract is subject to the right of the United States to control, operate, and regulate the Airports and to use of the Airport during the time of war or national emergency.

5.27. No Impairment of Title

Contractor and its agents, employees, and contractors shall not cause or allow any person or entity to cause any lien, cloud, charge, or encumbrance to be filed, recorded, or imposed on the Airport or any portion thereof.

5.28. No Personal Liability

The City's officers, officials, agents, and employees are not personally liable to Contractor for any default or breach of this Contract by the City, are not liable for any amount that may become due to Contractor, and are not obligated to perform under any provision of this Contract.

5.29. Successors and Assigns

This Contract binds the parties and their owners, officers, directors, managers, members, agents, employees, representatives, trustees, executors, personal representatives, and successors.

5.30. Termination for Non-Appropriation of Funds

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

5.31. Breach and Remedies for Breach

The occurrence of any of the following events shall be deemed a material breach of this Contract by Contractor:

- A. Contractor fails to pay any amount when due and the failure continues for ten (10) days after notice from the City.
- B. Except for the non-monetary events of breach listed below, Contractor fails to perform any non-monetary obligation under this Contract and the failure continues for ten (10) days after notice from the City.
- C. Contractor fails to procure and maintain the insurance coverages required under this Contract and the failure continues for one (1) day after notice from the City.
- D. Contractor breaches any other lease, contract, agreement, or permit it has with the City.
- E. Contractor files a voluntary petition in bankruptcy; is adjudicated bankrupt or insolvent; takes the benefit of any law applicable to bankrupt or insolvent debtors; files a petition or action seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief; seeks or acquiesces to the appointment of a trustee, receiver, or liquidator of all or a substantial part of Contractor's assets; or makes any general assignment for the benefit of creditors.
- F. Contractor violates any federal, state, or local law, rule, regulation, or ordinance related to this Contract and the violation continues for ten (10) days after notice from the City.

Upon the occurrence of any breach by Contractor, the City may elect to do any or all the following at one time or over a period of time:

- G. File a civil action or actions to, among other things, enforce this Contract and recover all amounts due, all attorney fees, court costs, and other expenses incurred.
- H. Exercise any and all remedies allowed at law or in equity.

- I. Recover all attorney fees, court costs, and other expenses incurred, whether or not a civil action or other judicial proceeding is filed.

The City's exercise of any remedy does not terminate and shall not be construed to terminate this Contract. Termination of this Contract must be evidenced by a writing signed by the City for that purpose. The foregoing list of remedies is not exhaustive, and the rights and remedies of the City under this Contract are non-exclusive.

5.32. Claims Against the City

Contractor shall comply with the procedures set forth in Chapter XVIII, § 14 of the Charter of the City of Phoenix (claims or demands against the City) and A.R.S. § 12-821 and § 12-821.01 (notice of claim statutes) for presenting claims or demands against the City. Nothing in this Contract constitutes a contractual term that requires a dispute resolution process, an administrative claims process, or review process, as those terms are used in A.R.S. § 12-821.01(C), so as to affect the date on which a cause of action accrues under A.R.S. § 12-821.01(A) and (B).

5.33. Delinquent Account Fee

Any amount that is not paid by Contractor when due is deemed delinquent. If the delinquent amount remains unpaid for ten (10) days, then a delinquent account fee of eighteen percent (18%) per annum shall be assessed according to Phoenix City Code § 4-7. Delinquent account fees shall be computed and accrued on a daily basis and assessed until the account balance, including delinquent account fees, is paid in full. Delinquent account fees are due from Contractor upon demand by the City.

5.34. Entire Agreement

This Contract constitutes the entire agreement between the parties and supersedes all prior written and oral agreements, understandings, discussions, proposals, negotiations, communications, representations, and correspondence related to this Contract. The parties are not bound by any obligation not provided for in this Contract. Contractor certifies that it was not induced to enter into this Contract by any misrepresentation, undue influence, or coercion by the City or any of its officers, officials, agents, or employees. The Exhibits attached to this Contract are material parts of this Contract and are incorporated herein by this reference.

5.35. Fair Interpretation

Contractor agrees that the rule that ambiguous or vague language in a contract is construed against the drafter is waived and does not apply to this Contract. Contractor agrees that this Contract shall be interpreted fairly and not against the City simply because the City drafted this Contract.

5.36. No Third-Party Beneficiaries

Except as expressly provided in this Contract, nothing contained herein creates or may be construed to create any right or privilege in any person or entity that is not a party to this Contract.

5.37. Title VI Solicitation Notice

The City of Phoenix, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders

that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

5.38. Heat Mitigation

Any Contractor whose employees and contract workers perform work in an outdoor environment under this contract must keep on file a written heat safety plan. The City may request a copy of this plan and documentation of all heat safety and mitigation efforts currently implemented to prevent heat-related illnesses and injuries in the workplace. The plan must also be posted where it is accessible to employees. At a minimum, the heat safety and mitigation plan and documentation required under this provision shall include each of the following as it relates to heat safety and mitigation:

- A. Availability of sanitized cool drinking water free of charge at locations that are accessible to all employees and contract workers.
- B. Ability to take regular and necessary breaks as needed and additional breaks for hydration.
- C. Access to shaded areas and/or air conditioning.
- D. Access to air conditioning in vehicles with enclosed cabs. All such vehicles must contain functioning air conditioning by no later than May 1, 2025.
- E. Effective acclimatization practices to promote the physiological adaptations of employees or contract workers newly assigned or reassigned to work in an outside environment.
- F. Conduct training and make it available and understandable to all employees and contract workers on heat illness and injury that focuses on the environmental and personal risk factors, prevention, how to recognize and report signs and symptoms of heat illness and injury, how to administer appropriate first aid measures and how to report heat illness and injury to emergency medical personnel.

The Contractor further agrees that this clause will be incorporated in all subcontracts with subcontractors, sublicensees or sublessees who may perform labor or services in connection with this Contract. Additionally, the Contractor agrees to require all subcontractors, sublicensees or sublessees to include this clause in all contracts with any third party who is contracted to perform labor or services in connection with this Contract. It is the obligation of the Contractor to ensure compliance by its subcontractors.

6. Special Terms and Conditions

6.1. Term of Contract

The term of this Contract will commence on or about October 1, 2024 and will continue for a period of five (5) years thereafter.

6.2. Price

All prices submitted shall be firm and fixed for the initial year of the contract. Thereafter, price increases will be considered annually provided the adjustments are submitted in writing with 60 days' notice to the Procurement Officer. Price increase requests shall be accompanied with written documentation to support the increase, such as a letter from the manufacturer, published price index, applicable change in law, etc. Price decrease requests do not require supporting documentation and are allowed at any time during the Contract term.

The City will be the sole judge in determining the allowable increase amount. Price increases agreed to by any staff other than the Aviation Director or Deputy Aviation Director are invalid. The Contractor acknowledges and agrees to repay all monies paid because of a requested price increase unless the increase was specifically approved, in writing, by the Aviation Director or Deputy Aviation Director.

6.3. Method of Ordering

Contractor shall deliver services only upon receipt of a written purchase order. All Contractor invoices must include the City of Phoenix purchase order number.

6.4. Method of Payment

Payment to be made from Contractor's invoice and a copy of the signed delivery/service ticket submitted to cover items received and accepted during the billing period.

6.5. Partial Payments

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

6.6. Supplier Profile Changes

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

6.7. Estimated Quantities or Dollar Amounts (Requirements Contracts Only)

Quantities and dollar amounts listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this Agreement, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement for the contract period.

6.8. Suspensions of Work

The City reserves the right to suspend work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements.

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

6.12. Cooperative Agreement

In addition to the City and with approval of the Contractor, this Contract may be extended for use by other municipalities, U.S. airports, and government agencies in the State of Arizona, and other U.S. states.

6.13. Exclusive Possession

All services, information, computer program elements, reports, and other deliverables which may be created under this Contract are the sole property of the City of Phoenix and will not be used by the Contractor or any other person except with prior written permission by the City.

6.14. Licenses and Permits

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

6.15. Miscellaneous Fees

Additional charges for fuel surcharges, delivery charges, environmental fees, waste disposal, set-up, freight, shipping and handling, etc. will not be paid. These, and any other costs, must be incorporated in the pricing provided.

6.16. Contacts with Third Parties

- A. Contractor or its subcontractors will not contact third parties to provide any information in connection to the Services provided under this Agreement without the prior written consent of the City. Should Contractor or its subcontractors be contacted by any person requesting information or requiring testimony relative to the Services provided under this Agreement

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

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

6.17. SBE / DBE Utilization

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

6.18. Fiscal Year Clause

The City's fiscal year begins July 1st and ends June 30th each calendar year. The City may make payment for services rendered or costs encumbered only during a fiscal year and for a period of 60 days immediately following the close of the fiscal year, under the provisions of Arizona Revised Statutes §42-17108. Therefore, Contractor must submit billings for services performed or costs incurred prior to the close of a fiscal year within ample time to allow payment within this 60-day period.

6.19. Final Payment

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

6.20. Professional Competency

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

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

6.21. Specific Performance

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

6.22. Public Records

- A. Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, the Contractor acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, the Contractor understands that disclosure of some or all of the items subject to this Agreement may be required by law.
- B. In the event City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Contractor, the City agrees to provide the Contractor with notice of that request, which shall be deemed given when deposited by the City with the USPS for regular delivery to the address of the Contractor specified in their proposal. Within ten days of City notice by the City, the Contractor will inform the City in writing of any objection by the Contractor to the disclosure of the requested information. Failure by the Contractor to object timely shall be deemed to waive any objection and any remedy against the City for disclosure.
- C. In the event the Contractor objects to disclosure within the time specified, the Contractor agrees to handle all aspects related to request, including properly communicating with the requestor and timely responding with information the disclosure of which the Contractor does not object thereto. Furthermore, the Contractor agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Agreement.

6.23. Demonstration

The City may, in its discretion, require a demonstration of the products or services offered as part of the evaluation process. The demonstration shall be provided by the 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 evaluation shall be established at the time a demonstration is requested.

6.24. 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 party through the term of this Agreement and for six (6) months after the expiration or termination of the Contract executed by the parties. 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 the Contractor if Contractor's employee files an employment application, competes successfully and is hired into a City position. Individuals who are employed by Contractor agency and who are 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 to Contractor would not be appropriate and not incurred if such worker succeeds in the selection process and is appointed to a regular City position.

6.25. Communication in English

It is mandatory that the Contractor's personnel assigned to any City facility can effectively speak, read, and write in English.

6.26. Contractor Assignments

The Contractor hereby agrees that any of its employees who may work at a City site 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. If other services, in addition to or separate from, the services specified herein, may be deemed necessary by the Deputy Aviation Director or his/her authorized representative, the Contractor may be requested to perform the additional or special service.

6.27. Transition of Contract

Contractor will, without limitation, provide important information to a successor Contractor(s) 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.

6.28. 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 years when the Contract Worker's work assignment will:

1. work directly with vulnerable adults or children, (under age 18); or
2. any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
3. unescorted access to:
 - a. City data centers, money rooms, high-value equipment rooms; or
 - b. unescorted access to private residences; or
 - c. access to critical infrastructure sites/facilities; or
 - d. direct or remote access to Criminal Justice Information Systems (CJIS) infrastructure.

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

6.29. Additional Maximum Risk Background Checks

Maximum screening will additionally require:

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

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

Unless otherwise provided for in the Scope of Work, Contractor will be responsible for:

- A. determining whether Contract Worker(s) are disqualified from performing work for the City for maximum risk level background checks; and,
- B. submitting pass/fail results to the City for approval; and,
- C. reviewing the results of the background check every three to five years, dependent on scope; and,
- D. to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,

- E. Submitting the list of qualified Contract Workers to the contracting department; and,
- F. If, upon review of the background information, the City will advise the Contractor if it believes a Contract Worker should be disqualified. The Contractor will evaluate the Contract Worker and if the Contractor believes that there are extenuating circumstances that suggest that the person should not be disqualified, the Contractor will discuss those circumstances with the contracting department. The contracting department decision on disqualification of a Contract Worker is final.
- G. For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.
- H. By executing this Agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current.
- I. The City final documented decision will be an “approve” or “deny” for identified Contract Workers.
- J. The City will not keep records related to background checks once they are confirmed. Information to verify the results will be returned to the Contractor, or any contracted agency that assists with review, after the City’s completed review.
- K. By executing this Agreement, Contractor further certifies and warrants that Contractor has satisfied all such background screening requirements for the maximum risk background screening, and verified legal worker status, as required.
- L. Contract Workers will not apply for the appropriate City of Phoenix identification and access badge or keys until Contractor has received the City’s written acceptance of Contract Worker’s maximum risk background screening. The City may, in its sole discretion, accept or reject any or all the Contract Workers proposed by Contractor for performing work under this Agreement. A Contract Worker rejected for work at a maximum risk level under this Agreement will not be proposed to perform work under other city contracts or engagements without city’s prior written approval.
- M. The City may, at any time, in its sole discretion, refuse to allow an employee access to an area for any of the following reasons, but not limited to:
 - 1. Conviction of a felony.
 - 2. Conviction of a misdemeanor (not including traffic or parking violation).
 - 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. Contract Worker Background Screening

Contractor agrees that all Contract Workers that Contractor allows to perform work under this Contract shall be subject to background and security checks and screening (Background Screening). Contractor must pay for the cost of all Background Screenings, unless otherwise provided in the Scope of Work. Contractor agrees that Background Screenings required by this Section is necessary to preserve and protect public health, safety, and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Contract. The City does not warrant or represent that the minimum requirements are sufficient to protect Contractor from any liability that may arise out of Contractor's work under this Contract or Contractor's failure to comply with this Section. Therefore, in addition to the Background Screening measures set forth below, Contractor and its Contract Workers shall take such other reasonable, prudent, and necessary measures to further preserve and protect public health, safety, and welfare when providing work under this Contract.

As used in this Section, "Contract Worker" means a person performing work for the City, including (1) a person or entity that has a contract with the City, (2) a worker of a person or entity that has a contract with the City, (3) a worker of a subcontractor of a person or entity that has a contract with the City, and (4) a worker of a tenant of the City. (City of Phoenix A.R. 4.45)

6.32. Legal Worker Background Check

Pursuant to Arizona Revised Statutes (A.R.S.) § 41-4401, Contractor must verify the legal Arizona worker status of each Contract Worker. Contractor must conduct and all Contract Workers must pass a background check for their real identity and legal name prior to performing any work under this Contract.

6.33. City Rights Regarding Security Inquiries

In addition to a Legal Worker Background Check, the City reserves the right to require Contractor to:

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

6.34. Contractor Certification

By entering into this Contract, Contractor certifies that Contractor has read the Background Screening requirements and criteria in this Section, understands them, and that all Background Screening information furnished to the City is accurate, complete, and current. A Contract Worker

that is rejected for work under this Contract shall not perform any work under any other contract or engagement Contractor has with the City without the City's prior written approval.

6.35. Contractor's Contracts and Subcontracts

Contractor shall include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for work performed under this Contract, including supervision and oversight services.

6.36. Materiality of Background Screening Requirements and Indemnity

The Background Screening requirements of this Section are material to the City's decision to enter into this Contract. Any breach of this Section by Contractor shall be deemed a material breach of this Contract. In addition to any other indemnification provision in this Contract, Contractor shall defend, indemnify, and hold harmless the City from and against any and all claims, actions, liabilities, damages, losses, and expenses (Claims) arising out of this Background Screening Section, including the Contractor's disqualification of any Contract Worker or the City's failure to enforce this Section.

6.37. Continuing Duty and Audit

Contractor's obligation to ensure that all Contract Workers pass a Background Screening pursuant to Section shall continue throughout the entire term of this Contract. Contractor shall immediately notify the City of any change to a Contract Worker's Background Screening. Contractor shall maintain all records and documents related to all Background Screenings and the City reserves the right to audit Contractor's compliance with this Section.

6.38. Contract Worker Access Controls and Airport Security Badge Requirements

Contractor shall not allow a Contract Worker to begin work under this Contract until Contractor has completed the Background Screening required by the City and the City has issued the appropriate airport security badge to the Contract Worker. The airport security badge will grant the Contract Worker unescorted access authority only to the area or areas of the Airport that the Contract Worker must enter in order to perform work under this Contract. When a Contract Worker's work in any area ends, the Contract Worker's access authority to that area ends. Any Contract Worker that attempts to enter a restricted area or sterile area, as those terms are defined below, of the Airport without proper authority is an immediate breach of this Contract.

6.39. Security Identification Display Area (SIDA) Badge Process

Each Contract Worker that needs unescorted access authority to a restricted or sterile area of the Airport in order to perform work under this Contract must receive a security identification display area (SIDA) badge from the Aviation Department's Public Safety and Security Division's Badging Office. Contractor must make arrangements with the City to have each Contract Worker proceed to the Badging Office for processing. The Badging Office will not issue a SIDA badge until the Contract Worker passes a fingerprint-based criminal history background check (CHRC) required by federal law (49 C.F.R. § 1542.209) and § 4-22(C) of the Phoenix City Code and passes a security threat assessment as mandated by the TSA through a security directive (49 C.F.R. § 1542.303). The Contract Worker shall comply with all requirements of and furnish all information requested by the Badging Office. Contractor shall pay for all fees associated with SIDA badging

process, unless otherwise provided in the Scope of Work. Fees will be assessed according to § 4-22(D) of the Phoenix City Code. Current badging procedures and fees are available for review at: <https://www.skyharbor.com/security/BadgingInformation>.

As used in this Section, “restricted area” means the secured area and SIDA area of the Airport. “Secured area” means the part of the Airport in which certain federal security measures are implemented and where airlines enplane and deplane passengers and load baggage. “SIDA area” means the secured area and other areas designated by the Aviation Department, which include air operation areas, ground transportation areas, and the Rental Car Center security doors. “Sterile area” means the part of the Airport that provides passengers access to board aircraft and is controlled by the TSA or the airline by screening of persons and property. See § 4-22 of the Phoenix City Code and Rules 05-01 and 05-09 of the Aviation Department Rules and Regulations for a complete definition of the foregoing terms.

6.40. Risk-Based Background Check Process

The City has established two levels of risk for Contract Worker background checks: standard risk and maximum risk. If the Scope of Work changes, the City may change the level of risk, which may require Contractor conduct additional investigations and incur additional costs in order to process a background check and obtain the required airport security badge. Contract Workers who receive a SIDA badge are exempt from a standard and maximum risk background check.

A MAXIMUM RISK BACKGROUND CHECK is required for all non-exempt Contract Workers performing work under this Contract.

As used in this Section, “background check” means the fact-gathering process described in City of Phoenix A.R. 4.45 that is conducted to obtain information regarding a Contract Worker’s legal Arizona eligibility, criminal history, driving history, certifications, and other matters that may affect the Contract Worker’s ability or fitness to perform work under this Contract.

- A. Before any work is performed under this Contract, Contractor shall provide the City with a list of its Contract Workers.
- B. If any dispute arises related to a background check process or criminal history check information, then Contractor and the affected Contract Worker will resolve the dispute. The City will not get involved in resolving any such dispute.
- C. In making the determination whether information in a background check renders the Contract Worker disqualified, Contractor should be guided by the following principles and guidelines:
 - 1. Disqualification should not be based solely on a criminal conviction unless the conviction related to performance under this Contract.
 - 2. Arrests that did not result in a conviction being entered or charges being filed may not be considered.
 - 3. Not all criminal convictions or other negative information obtained in a background check will disqualify a Contract Worker from working under this Contract.

4. Contractor must evaluate the relevance of the information to the work the Contract Worker will perform under this Contract.
5. Contractor must consider the following factors in determining whether negative background information disqualifies a Contract Worker:
 - a. Duties of the position
 - b. Time, nature, and number of negative events and convictions
 - c. Attempts and extent of rehabilitation efforts
 - d. The relation between the duties of the position and the nature of the crime committed
- D. The analysis of whether any information in a background check is a potentially disqualifying factor involves looking at the requirements of the Contract, the Scope of Work, where the work will be performed, the need for access to restricted areas, and the type of persons or places the Contract Worker will encounter. Contractor should review the background check results and determine whether the nature of the conviction or crime reported would create a risk to the City based on the Contract's requirements.
 1. For a Contract Worker requiring a standard risk background check, potentially disqualifying convictions include a record of theft, identity theft, computer fraud or abuse, burglary, arson, crimes against property, violent crimes, or other crimes involving dishonesty, or embezzlement.
 2. For a Contract Worker requiring a maximum risk background check, potentially disqualifying convictions include a record of child molestation, assault, sexual assault, crimes against a person, public indecency, drug offenses, forgery, theft, burglary, arson, crimes against property, violent crimes, crimes for financial gain, identity theft, computer fraud or abuse, and embezzlement.
- E. If a background check shows that the disposition of an arrest is unknown, then Contractor must determine the disposition of the arrest.
- F. Contractor will obtain a Contract Worker disclosure from each Contract Worker who will perform work under this Contract. Contractor will provide the Contract Worker disclosures to the City upon request. "Contract Worker disclosure" means an affidavit by a Contract Worker disclosing his or her prior criminal record. The Contract Worker disclosure must list all criminal convictions, including the nature of the crime, the date of the conviction, and the location where the crime and conviction occurred. The Contract Worker disclosure also grants to the City the right to review the background check results. (City of Phoenix A.R. 4.45)
- G. In a standard risk background check, Contractor must review the results of the background check and decide if a Contract Worker should be disqualified for work under this Contract. Contractor must engage in whatever due diligence is necessary to make the decision on

whether to disqualify a Contract Worker. After Contractor has made its decisions, a list of names of qualified Contract Workers will be provided to the City.

- H. In a maximum risk background check, Contractor must conduct the same review as in a standard risk background check. However, when submitting its list of qualified Contract Workers, Contractor must also submit the results of the background checks to the City for review. After its review, the City will either approve or deny each Contract Worker.
1. If the City approves a Contract Worker, then the City will notify Contractor of that fact and the Aviation Department will issue the appropriate airport security badge to the Contract Worker.
 2. If the City denies a Contract Worker, then the City will notify Contractor of that fact and Contractor will reevaluate the Contract Worker to determine whether the person should be disqualified. If Contractor believes there are extenuating circumstances that suggest that the Contract Worker should not be disqualified, then Contractor will discuss those circumstances with the City. The City will review the matter and its decision on disqualification is final.
 3. The City may set up a secure folder or drop box for confidential materials related to maximum risk background checks. The City will not keep records related to maximum risk background checks after they are reviewed.
- I. If Contractor is a sole proprietor, Contractor must submit to the City a copy of his or her own background check and a background check for all business partners, member, and employees that will work under this Contract and for whom the background check requirements of City of Phoenix A.R. 4.45 apply.
- J. Contractor shall determine whether a Contract Worker is disqualified from performing work under this Contract.

6.41. Maximum Risk Background Check

A maximum risk background check must be conducted for the term of this Contract or five (5) years, whichever is shorter. Contractor shall conduct a maximum risk background check on all Contract Workers whose work under this Contract requires:

- A. Working directly with a vulnerable adult or child under age 18,
- B. Any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation,
- C. Unescorted access to City data centers, money rooms, high-value equipment rooms,
- D. Access to a private residence,
- E. Access to Homeland Defense Bureau-identified critical infrastructure sites or facilities, or

- F. Responsibility or access to City-identified critical infrastructure sites, City networks or data, cyber/IT/network assets, digital or cyber assets, workstations, or servers, by either remote or direct access.

6.42. Scope of the Maximum Risk Background Check

The maximum risk background check conducted by Contractor must include the search criteria conducted under a standard risk background check in addition to a search for all felony and misdemeanor convictions (not including traffic or parking violations), a sex offender check, and a search for all outstanding warrants. Based on the Scope of Work, Contractor shall also conduct a credit check (for cash handling, accounting, and compliance positions only), driving records check (for driving positions only), and fingerprint verification when the Contract Worker is working directly with a child under age 18 or a vulnerable adult or the work under the Contract will take the Contract Worker to a criminal justice information system (CJIS) location.

Maximum risk background checks are valid for the term of this Contract or three (3) years, whichever is shorter.

6.43. Airport Security Badge Handling Procedures

Contractor will comply with the following airport security badge handling procedures:

- A. **Key Access Procedures:** If a Contract Worker requires keyed access to enter a City facility, then a separate key will be issued, and Contractor must complete a return form and submit it to the City for each key issued.
- B. **Stolen or Lost Badges or Keys:** Contractor shall immediately report any lost or stolen airport security badge or key to the City. A new airport security badge application or key issue form must be completed and submitted along with payment of the applicable fee prior to issuance of a new airport security badge or key.
- C. **Return of Badges or Keys:** All airport security badges and keys are the property of the City and must be returned to the Badging Office within one (1) business day after the Contract Worker's access to a City facility is no longer required under this Contract. Contractor shall collect a Contract Worker's airport security badge and all keys (1) when the Contract Worker's employment is terminated, (2) when the Contract Worker's services are no longer required at a City facility, or (3) when this Contract terminates, is cancelled, or expires, whichever occurs first.
- D. **Employee Identification and Access:** Contract Workers must have an airport security badge and some form of verifiable company identification in their possession at all times while working under this Contract, unless otherwise provided in the Scope of Work. Contract Workers are strictly prohibited from entering any area of the Airport that is not authorized by the airport security badge or key issued to them by the Badging Office. The Aviation Department will determine who will have access to the Airport. Contract Workers access authority is only valid during their scheduled hours. Contractor shall provide the City with updates and changes in personnel as they occur.
- E. **Badge Fees:** Contractor shall pay the airport security badge fees set forth in § 4-11(D) of the Phoenix City Code.

6.44. Contractor's Breach of Aviation's Security Procedures

Contractor agrees that the access control, airport security badge, and key requirements in this Section are necessary to preserve and protect public health, safety, and welfare. Therefore, Contractor shall be deemed in immediate breach of this Section upon the occurrence of any of the following:

- A. A Contract Worker gains access to a City facility or a restricted or secured area of the Airport without the proper airport security badge or key
- B. A Contract Worker uses another person's airport security badge or key to gain or attempt to gain access to a City facility or a restricted or secured area of the Airport
- C. A Contract Worker begins work under this Contract without passing the appropriate Background Screening and being issued the proper airport security badge or key
- D. A Contract Worker or Contractor submits false, incomplete, or misleading Background Screening information or submits any false, incomplete, or misleading information in an attempt to improperly obtain an airport security badge or key
- E. Contractor fails to collect and timely return a Contract Worker's airport security badge or key to the City within three days of the (1) date the Contract Worker's employment terminates, (2) the date the Contract Worker is assignment to another City facility, or (3) when this Contract terminates, is cancelled, or expires, whichever occurs first

6.45. Liquidated Damages and Remedies for Breach of Aviation Security Procedures

In addition to any other remedy available to the City at law or in equity, including the right to terminate this Contract, Contractor shall be liable for and shall pay to the City a stipulated damage in the amount of \$1,000.00 for each breach of Aviation Security Procedures and for each time a Contract Worker entered a restricted or secured area of the Airport without proper authority. Contractor agrees that the stipulated damage amount is not a penalty, but is a reasonable estimate of the actual harm to the City caused by a breach and that the harm was very difficult to estimate at the time this Contract was entered into.

6.46. Contractor Certification

Contractor certifies to the City that Contractor has read the foregoing Background Screening requirements and that all Background Screening information Contractor furnished to the City is accurate, complete, and current. Contractor further certifies to the City that Contractor has satisfied all Background Screening requirements and verified the legal worker status of each Contract Worker as required under this Section.

6.47. Confidentiality

"Confidential Information" means all non-public, confidential, sensitive, or proprietary information disclosed or made available by City to Contractor or its affiliates, employees, contractors, partners, or agents (collectively "Recipient"), whether disclosed before or after the Effective Date, 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 the Agreement; (b) not use Confidential Information, or permit it to be accessed or used, for any purpose other than in accordance with the 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 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 the 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.

6.48. 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 the Agreement, Contractor shall, at no additional cost to the City:
 1. Process PII only within the United States and only in accordance with the 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 the Agreement, but no more than once per year, which may include providing access to the premises, documents, resources, personnel 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 the 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 (Data Protection) shall not be subject to any limits of liability or exclusions as may be stated elsewhere in the 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.

6.49. Security Inquiries

Contractor acknowledges that all of the employees that it provides pursuant to this Contract shall, at Contractor's expense, be subject to background and security checks and screening at the request of the City. Contractor shall perform all such security inquiries and shall make the results available to the City for all employees considered for performing work (including supervision and oversight) under this Contract. City may make further security inquiries. Whether or not further security inquiries are made by the City, City may, at its sole, absolute, and unfettered discretion, accept or reject any or all of the employees proposed by the Contractor for performing work under this Contract. Employees rejected by the City for performing services under this Contract may still be engaged by Contractor for other work not involving the City. An employee 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.

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

- A. Require an employee/prospective employee of the Contractor to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. 41-1750 (G) (4);
- B. Act on newly acquired information whether or not such information should have been previously discovered;
- C. Unilaterally change its standards and criteria relative to the acceptability of Contractor's employees and/or prospective employees; and
- D. Object, at any time and for any reason, to an employee of Contractor performing work (including supervision and oversight) under this Agreement. Contractor will bear the costs of all inquiries requested by the City.

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, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever (“Losses”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors (“Indemnitor’s Agents”) arising out of or in connection with this Contract. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses 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.

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.
- Policy must not contain any exclusions for operations on or near airport premises.

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.
- Policy must not contain any exclusions for operations on or near airport premises.

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	\$2,000,000
Annual Aggregate	\$2,000,000

- 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 Work 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.

8.6. Network Security and Privacy Liability

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.

8.6. Notice of Cancellation

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to City of Phoenix Aviation Department Headquarters, Contracts and Services Division, 2485 E Buckeye Rd.

8.7. 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.

8.8. Verification of Coverage

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

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

All certificates required by this Contract must be sent directly to City of Phoenix Aviation Department, Contracts and Services Division, 2485 E Buckeye Rd, Phoenix, AZ 85034 **OR** inbox@cop.complianz.com. The City 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.**

The initial certificates required by this Contract shall be sent directly to:

City of Phoenix Aviation Department
Contracts and Services Division
2485 E Buckeye Rd
Phoenix, AZ 85034

Email: kyle.brack@phoenix.gov

All subsequent and renewal certificates of insurance and endorsements shall be sent directly to:

City of Phoenix Aviation Department
c/o EXIGIS Insurance Compliance Services
PO Box 4668 - ecm #35050
New York, NY 10163-4668
Email: inbox@cop.complianz.com

8.9. Subcontractors

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

8.10. 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

Submission of Offer – Hard Copy Submission:

- A. Refer to “SUBMISSION OF OFFER” paragraph under the “SECTION I – INSTRUCTIONS” of this solicitation document.
- B. Please submit one original, 1 copy, and **two (2) electronic copy** (portable drive or CD) of the Submittal Section and all other required documentation.
- C. **Please submit only the Submittal Section, do not submit a copy of the entire solicitation document.** This offer will remain in effect for a period of 180 calendar days from the opening date and is irrevocable unless it is in the City’s best interest to release offer(s).
- D. Please do not lock the electronic copy with password protection so that the City may digitally incorporate the successful offer into the awarded contract.
- E. Fee Schedule must be in a separate, sealed, opaque envelope marked “Fee Schedule.”

Submission of Offer – Electronic Submission:

- A. Refer “SUBMISSION OF OFFER” paragraph under the “SECTION I – INSTRUCTIONS” of this solicitation document.
- B. **Electronic Offer Submission via email:** Offers is to be submitted electronically via email to the following email addresses:
 - 1. kyle.brack@phoenix.gov
 - 2. avn.solicitations@phoenix.gov
- C. **The email subject line must include solicitation number and title.**
- D. **Please submit only the Submittal Section, do not submit a copy of the entire solicitation document.** This offer will remain in effect for a period of 180 calendar days from the opening date and is irrevocable unless it is in the City’s best interest to release offer(s).
- E. Please do not lock the electronic copy with password protection so that the City may digitally incorporate the successful offer into the awarded contract.
- F. Fee Schedule must be in a file folder marked “Fee Schedule” and be separate from other submittal documents. The spreadsheet must be unlocked with no password restrictions.

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:

- Typewritten for ease of evaluation
- Signed by an authorized representative of the Offeror
- Submitted with contact information for the individual(s) authorized to negotiate with the City
- Submitted with a table of contents and tabbed per the following sections for both electronic and hard copy submissions:

Tab 1 – Method of Approach

Tab 2 – Qualifications and Experience of Firm

Tab 3 – Fee Schedule (Attachment A)

Tab 4 – Required Submittal Documents (Attachment B)

- Offer
- Acceptance of Offer
- Conflict of Interest and Transparency Form
- Costs and Payments
- Emergency 24-Hour Service Contact
- Proof of Minimum Qualifications

Tab 5 – Signed Addenda, if any

Tab 6 – Signed SSI Form (Attachment C)

Offers must be in possession of Aviation 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.