



City of Phoenix

Revenue Contract Solicitation

RCS 24-0448

Non-Exclusive Audio-Visual Services, Equipment Rental
And Exclusive Rigging Services

City of Phoenix

Phoenix Convention Center

100 N. Third Street

Phoenix, AZ

85004-2231

RELEASE DATE: December 20, 2024

DEADLINE FOR QUESTIONS: January 15, 2025

RESPONSE DEADLINE: February 3, 2025, 12:00 pm

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1. Summary & Background

1.1. Summary

The City of Phoenix (City) Convention Center Department (PCCD) invites proposals for the provision of Non-Exclusive Audio-Visual Production Services, Equipment Rental and Exclusive Rigging Services at the Phoenix convention Center and venues for a five-year period commencing July 1, 2025, in accordance with the specifications and provisions contained herein.

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

1.2. Contact Information

Dorene Boyd

Contracts Specialist II

100 N. Third Street

Phoenix, AZ 85004-2231

Email: dorene.boyd@phoenix.gov

Phone: [\(602\) 534-1242](tel:(602)534-1242)

Department:

Phoenix Convention Center

1.3. Timeline

Schedule of Events

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

To request a reasonable accommodation or alternative format for any public meeting, please contact the Procurement Officer (Dorene Boyd) at (602) 534-1242/Voice or 711/TTY, or dorene.boyd@phoenix.gov, no later than two (2) weeks prior to the meeting.

Solicitation Issue Date	December 20, 2024
Pre-Proposal Conference (Non-Mandatory)	January 8, 2025, 10:00am RSVP to: cpz.procurement@phoenix.gov and dorene.boyd@phoenix.gov

Site Visit	January 8, 2025, 11:00am
Written Inquiries Due Date	January 15, 2025, 12:00pm
Offer Due Date	February 3, 2025, 5:00pm

2. Introduction

2.1. Introduction

The City is seeking response from qualified offers who shall furnish all labor, insurance, supervision, equipment, and incidentals necessary to the provision of non-exclusive audio-visual and production services, as well as exclusive rigging services to PCCD clients (exclusive rigging services exclude the Orpheum Theatre, Symphony Hall, and Parking Venues). Offeror shall provide qualified staff and management with technical and business expertise necessary for the effective, efficient, and profitable provision of services for large- and small-scale events including conventions, trade shows, meetings, and concerts. Offeror will provide services that maximize revenues and create operational efficiencies for the PCCD. Offeror will provide PCCD with a percentage commission based on the gross receipts (whether subcontracted or not) of all sales of services, labor and equipment rentals made to PCCD clients. Offeror shall not subcontract production services, labor, and equipment rentals without the prior written approval and consent of the PCCD Director or their designee.

2.2. Minimum Qualifications

Each Offeror must submit documentation in its Response to demonstrate it meets the required minimum qualifications and include all information requested in this section or the Response will be rejected as non-responsive. **The City of Phoenix Convention Center Department reserves the sole right to determine if Offeror meet the minimum qualifications.**

- A. Offeror must have ten (10) or more continuous years in providing the service requested herein.
- B. Offeror must provide a minimum of one full-time rigging supervisor/inspector that maintains, at minimum, a current Entertainment Technician Certification Program (ETCP) arena rigging certification.
- C. Offeror will review the specifications and manufacturers of all equipment provided under this contract to ensure the compatibility and seamless integration of the equipment with PCCD systems. Additionally, the offeror will provide PCCD with annual updates regarding any upgrades or changes to the equipment.
- D. Offeror must provide documentation of all OSHA required training for riggers supplied to PCCD, at their own expense.
- E. Offeror must complete and submit Attachment H - Competitive Rates with the client rates proposed by Offeror. The Offeror must conduct pricing survey and present a pricing comparison with three similar venues to ensure competitive and industry-standard patron pricing, submitting it as part of the proposal. If fees are not within the market range, the proposal will be deemed non-responsive.

Offeror who does not meet the minimum qualifications are encouraged to joint venture partner or sublease with more established firm(s).

2.3. Good Standing

Any Offeror and Partners, as defined in section "Response Limitation to This RCS", that currently contracts with the City must be in good standing for its Response to be considered responsive. For purposes of this RCS, good standing refers to compliance with all contractual provisions, including payment of financial obligations.

2.4. Execution of the Contract

- A. The City will approve the final Contract to the recommended Offerors after Phoenix City Council approves the Award Recommendation. Within 30 days from the date the Contract was sent, the recommended Offerors must sign and submit the final Contract to the City. The City may request City Council approval to award the Contract to the next highest qualified Offeror in the event the City does not receive the signed Contract and all other required documentation from the recommended Offeror within 30 calendar days. The Contract terms may be amended at the sole discretion of the City at any time during the RCS process and/or prior to execution.
- B. If the recommended Offeror are subject to regulation by the Arizona Corporation Commission (ACC), it must be authorized to transact business in Arizona and be in good standing with the ACC at the time it signs the Contract.

2.5. Pre-Proposal Meeting

Offerors are strongly encouraged to attend the Pre-Proposal meeting that will be held at the date, time, and meeting link listed on page 1. Please register for this meeting by emailing the Procurement Officer listed on the front page. To request a reasonable accommodation, please contact the Procurement Officer, no later than 7 calendar days prior to the date and time listed on page 1.

2.6. Questions and Answers (Q&A) Process

Offerors are strongly encouraged to read this RCS in its entirety, including all attachments, exhibits and appendices. Failure to read and/or understand any portion of this RCS shall not be cause for waiver of any portion of the RCS or subsequent Lease.

If Offerors discover any mistakes, improprieties or defects, they should submit a report of any mistakes, improprieties or defects in writing to the Procurement Officer no later than the question deadline listed in the Introduction section.

Offerors and their Partners, as defined in section "Response to the RCS Limitation" are encouraged to submit questions as a team rather than individually to avoid submitting repetitive questions, which will allow Phoenix Convention Center to answer all questions more efficiently.

All questions about this RCS, including the draft Contract, must be submitted in writing no later than the question deadline listed on page 1 to the Procurement Officer. All written questions will be responded to in writing and available at City's Procurement Website.

2.7. Addendum to the RCS

Phoenix Convention Center may amend this RCS before or after the solicitation deadline listed on page 1. Changes to this RCS will be in writing as an addendum and posted at Procurement Website. Offerors are responsible for checking the website and reviewing all updates and postings.

Offerors may not rely on any statement by any City employee, consultant or official regarding this RCS unless the statement made is published as an addendum or confirmed in writing as part of the Q&A process.

2.8. Offeror Exceptions

The City will award based on a fair and competitive basis and will not accept any changes to the material provisions or requirements of this RCS or Contract. Offerors that take exception to add to or subtract from any material provision or requirement of this RCS may be considered as attempting to change the provisions or requirements of this RCS to gain an unfair advantage over other Offerors. Responses including such exceptions or changes, or that are conditional, are subject to rejection as non-responsive Responses. Non-material exceptions or changes will only be considered if approved by the City during the Q&A process. No new exceptions or changes will be considered after the Q&A process.

2.9. Response Limitation to this RCS

Offerors may submit only one (1) Response for this RCS. Multiple Responses are prohibited.

The following shall be deemed Multiple Responses:

- The City receives more than one (1) Response from an Offeror.
- The City receives one (1) Response from an Offeror and one (1) or more Responses from any entity or person affiliated with the Offeror.

If Multiple Responses for this RCS are received from an Offeror, all Responses from that Offeror shall be deemed non-responsive and rejected.

Offeror and an entity or person affiliated with the Offeror (Partner) include:

- A parent and its subsidiary.
- A holding company and its constituent company.
- Constituent companies of a single common holding company.
- Subsidiaries of a common parent.
- A limited liability company and a member or manager of the limited liability company.

- Limited liability companies with common members or managers.
- A partnership and one of its partners, or multiple partners in a single partnership.
- A person or entity proposing as a joint venture partner or joint venture on separate Responses.
- A person or entity proposing as a prime or sole Offeror also proposing as a joint venture partner on a separate Response.
- Two or more Offerors where the president, vice president, officer (including chief operating officer, chief executive officer, and chief financial officer), agent, majority owner or stockholder, management employee, managing or controlling partner, or controlling owner of one Offeror is also the president, vice president, officer (including chief operating officer, chief executive officer, and chief financial officer), agent, majority owner or stockholder, management employee, managing partner, or controlling owner of any other Offeror.

It is the intent of the City that this prohibition applies regardless of whether the affiliated person or entity submits a response independently or as a partner of a joint venture or other partnership.

The prohibition on Multiple Offerors does not preclude a person or entity from participating on more than one Response as a subtenant only or submitting a Response as an Offeror and participating as a subtenant, licensee or vendor on a different Offeror 's team.

CONTINGENT RESPONSES WILL BE REJECTED.

3. Scope of Work

3.1. Instructions:

Offeror shall provide all labor, insurance, supervision, equipment, and necessary incidentals for non-exclusive audio-visual and production services, as well as exclusive rigging services for Phoenix Convention Center Department (PCCD) clients. Exclusive rigging services do not apply to the Orpheum Theatre, Symphony Hall, and Parking Venues.

The Offeror will provide services for the West Building 200 Level offered as needed. The City retains exclusivity over the audio-visual labor and equipment on the West Building 200 level and controls the operation and rental of PCCD-owned built-in equipment in these rooms. The City may periodically relinquish exclusivity in the 200 Level West and refer clients to the Offeror for services or equipment not supported by PCCD.

Offeror shall provide qualified staff and management with the technical and business expertise necessary for the effective, efficient, and profitable provision of services for large- and small-scale events including conventions, trade shows, meetings, and concerts. Offeror will provide services that maximize revenues and create operational efficiencies for the PCCD. Offeror will provide PCCD with a percentage commission based on the gross receipts (whether subcontracted or not) of all sales of services, labor and equipment rentals made to PCCD clients. Offeror shall not subcontract production services, labor, and equipment rentals without the prior written approval and consent of the PCCD Director or their designee.

The City will assign a point of contact (Contract Manager) solely for the administration of this Agreement. The Contract Manager will serve as the primary point of contact between the City and the Offeror and will oversee and monitor the Offeror's performance.

The responsibilities of Offeror include, but are not limited to, those set forth below and those normally related to the provision of audio-visual services under similar circumstances.

3.2. Production Services:

Offeror will provide a full range of audio-visual services sufficient to meet the most demanding needs, recommending and assembling custom packages for clients. Services include, but are not limited to, the following:

- Equipment for translation services
- Satellite hook-ups and teleconferencing
- Computer rental and associated hardware
- Concert type sound and lighting systems
- Rigging systems
- Lasers
- Scenic design

- Professional technicians, programmers, and operators
- Set-up, operation, and tear down of audio-visual, production, recording, and rigging equipment provided by the PCCD or the Offeror
- Managing background music system per client needs
- Operating, distributing, and collecting assistive listening devices, as needed
- Instructing client and/or third-party production liaison on use of area paging systems
- Instructing client and/or third-party production liaison on use of local area lighting control systems
- Support West Building 200 Level event activity with equipment and services only on an as-needed basis, as requested by PCCD.

3.3. 200 Level – West Building:

The 200 Level located in the West Building has been designed to accommodate high-end meetings and events. City shall retain exclusivity in the form of audio-visual labor and equipment in meeting rooms 201-213. In addition, the City shall retain audio-visual exclusivities for all meetings and events contracted with inclusive package pricing in conference rooms 201-213. City shall maintain exclusive rights to the operation and rental administration for PCCD-owned built-in equipment within meeting rooms located within the 200 Level West building. Periodically, the City may relinquish audio-visual exclusivity throughout the 200 Level West as deemed necessary.

As requested, City may refer Phoenix Convention Center clients to the Offeror for requested services and equipment that cannot be supported by existing PCCD audio visual inventories located throughout the 200 Level West for meetings and events.

3.4. Exclusive Rigging Services:

Exclusive rigging services will be provided within the North, West, West Building 200 Level (as-needed basis) and South convention center buildings. Offeror must abide by all PCCD Rigging Rules and Regulations as indicated in Attachment B- PCCD Rigging Rules and Regulations, these rules and regulations are subject to change, when necessary, by the PCCD. Additionally, offeror must abide by current American National Standards Institute (ANSI) and Entertainment Services and Technology Association (ESTA) industry standards while providing exclusive rigging services. Rigging services include, but are not limited to, the following:

- Rigging documentation completed by an Entertainment Technician Certification Program (ETCP) certified rigger
- Computer Aided Design (CAD) drawings and calculations
- Inspection approval signatures must be obtained for each event requiring entertainment rigging equipment and services.
- Disposition on requests for "Flying of Performers," this will include review and evaluation of proposals, submitted drawings, inspections, and aerialist equipment attachments to PCCD-designated rigging points and/or established rated rigging tabs throughout the North, West, and South convention center buildings.
- ANSI E1.2: Design Manufacture and Use of Aluminum Trusses and Towers
- ANSI E1.56: Rigging Support Points
- ANSI E1.6-1: Powered Hoist Systems
- ANSI E1.6-2: Design, Inspection, and Maintenance of Electric Chain Hoists for the Entertainment Industry
- ANSI E1.6-3: Selection and Use of Serially Manufactured Chain Hoists in the Entertainment Industry
- ANSI E1.6-4: Portable Control of Fixed Speed electric Chain Hoists in the Entertainment Industry
- ANSI E1.8: Loudspeaker Enclosures Intended for Overhead Suspension-Classification, Manufacture, and Structural Testing

3.5. Equipment:

A. Offeror equipment: Offeror must furnish, maintain, rent and set-up audio-visual equipment for PCCD clients. It is the sole responsibility of the offeror to ensure that equipment of the appropriate type, compatible with the current PCCD inventory, and in the required quantity is available and installed according to client program requirements.

Offeror must provide its own off-site storage facility for staging equipment and must maintain stock at a level that optimizes rental of owned equipment and minimizes rental of third-party equipment. The PCCD will provide limited on-site office and storage space for the most frequently used equipment based upon space availability.

The offeror is required to maintain an inventory of audio-visual equipment in accordance with industry standards. This inventory should be updated regularly to reflect the current status of all equipment. Additionally, all AV equipment must be labeled in a durable manner to clearly identify both the equipment itself and its ownership. These labels should be easy to read and resistant to wear and tear to ensure long-term legibility, helping to avoid confusion or loss of equipment. Proper labeling practices may include serial numbers, asset tags, and other identifiable markers that align with best practices in asset management.

Example categories of equipment that should be furnished by the Offeror include, but are not limited to the following:

- Computers and associated hardware
- AV setup test equipment, i.e. signal generators, voltmeters, signal tracers
- Projection screens
- Drape kits
- Digital projectors
- Microphones (wired and wireless)
- Audio consoles
- Portable sound systems
- CD players
- DVD players
- Video equipment
- Video monitors and televisions
- Lighting equipment
- Sound equipment
- AV carts and stands
- Pipe and drape
- Flip charts
- Easels
- Meeting accessories
- Teleconferencing systems
- Rigging hardware
- Chain motors and trussing
- Floor type cable covers and ramps
- Motorized equipment lifts

Deliveries of all supplies, goods, and equipment shall be made at locations and times mutually agreed to by PCCD, Show Clients, and Offeror to avoid interfering with operation of the facilities. Offeror's equipment must be immediately returned to storage or removed from show floor and meeting areas at the end of each event.

Offeror shall repair and/or replace broken, defective, or malfunctioning equipment, whether such equipment is in active use or is being used as backup, within a reasonable time after the need for such repair and/or replacement is discovered.

B. PCCD Owned Equipment: With the exception of Orpheum Theatre, Symphony Hall and Parking Garages, Offeror will be responsible for the rental, installation, operation, and dismantling, as necessary, of PCCD-owned audio/visual equipment, fixed sound systems, assistive listening systems, and microphone/lectern set-ups, including, but not limited to, the equipment listed in Attachment C or unless otherwise specified by the PCCD.

Offeror shall bear sole financial responsibility for the repair or replacement of lost or damaged equipment under their care and supervision. Equipment used must be immediately returned to storage at the end of each event and must at all times be stored and secured in a neat, orderly fashion.

On an event-by-event basis, Offeror will check the operation of PCCD sound systems, lecterns, house and theatrical lighting, etc. at the beginning and end of each event in which PCC systems and equipment are used. Any broken, missing, or malfunctioning equipment must be reported to PCCD Contract Manager and Offeror Business Contact and/or designee within 24-hours of the occurrence.

PCCD will provide normal, routine maintenance for PCCD-provided equipment and repair and/or replace PCCD-provided equipment that becomes obsolete or that is no longer serviceable for any reason except to the extent caused by the Offeror's negligence, abuse, misuse, or failure to reasonably protect such equipment. Offeror shall not be liable for normal use, wear and tear.

To the extent caused by Offeror, Offeror will provide repair or replacement of all PCCD-provided equipment when the need for such repair or replacement is occasioned by Offeror's negligence, abuse, misuse or failure to reasonably protect such equipment. Repair or replacement under this paragraph shall be accomplished within a reasonable time after the need for such repair and/or replacement is discovered. Coverage under this paragraph includes PCCD-provided equipment that is damaged, lost or stolen due to Offeror's negligence, abuse, misuse, or failure to reasonably protect such equipment.

PCCD hereby expressly reserves the right to install, operate, or remove any and all PCCD-owned and/or Offeror-owned equipment at any time as deemed appropriate by PCCD to assure a safe and professional environment.

C. Communication Equipment: Offeror will provide, at its own expense, local and long-distance telephone service, e-mail accounts, and appropriate telecommunication equipment for staff assigned to work at PCCD facilities.

3.6. Commissions, Rates and Client Invoices:

- A. **Commissions:** Offeror will pay to City a commission based on its gross revenue for sales of all services, labor, and equipment rentals provided under this agreement. Gross

revenue is defined as the aggregate amount of the gross billing for all services and equipment as specified within this scope of work provided within the PCCD campus, including 200 Level West, Symphony Hall and Orpheum Theatre (if and when applicable), whether for cash or credit, whether collected or uncollected, less sales tax. Offeror shall complete and submit Attachment D- Commission Rates with the commission schedule developed and proposed by Offeror.

- B. Post-Termination Commission Payment: Due to the non-exclusivity of any resulting Agreement, the Offeror will pay City the established commission rate on all audio-visual sales and labor, and contracts for sales brought about by leads secured by Offeror acting as the PCCD'S preferred audio-visual provider for events held on the PCCD campus for a period of up to 12 months after termination of any resulting Agreement.
- C. Exclusive Rigging: Offeror will charge all PCCD clients utilizing exclusive rigging services a "point fee". Point fees are defined as a single use charge for rigging attachment points/tabs. Charges for individual point fees are established and approved by PCCD Director or delegate. All point fee charges are a direct pass through to PCCD and will be reflected and itemized within monthly commission report.
- D. Discounts and Adjustments: All adjustments or discounts for services, including labor and equipment rentals in excess of 25% that are offered to PCCD clients must be approved in writing by the PCCD Director or delegate. Offeror will request approval via the PCCD Client Discount Approval form and submit the completed form to the PCCD Contract Manager and PCCD Fiscal Services Manager for documentation and auditing purposes. Offeror will have the ability to negotiate discounted exclusive rigging services that include labor and equipment, by negotiating the number of days charged for rigging services.
- E. City Sponsored Events: From time-to-time, the City needs to be able to provide services, labor and equipment rentals at discounted rates either for competitive reasons, or for City sponsored events. At those times, the City will contact the successful Offeror to negotiate lower sales pricing to be partially offset by a lower commission rate to the City.
- F. PCCD In-House Events: Non-exclusive audio-visual and production services, and exclusive rigging services, recording, and labor services for PCCD internal events such as holiday parties, employee assemblies, training seminars, and administrative meetings will be provided at no charge to PCCD.
- G. PCCD Rental Packages: PCCD rental packages for clients using the Offeror for audio-visual services, include the complimentary use and setup of 1 wired lectern microphone and lectern per meeting/event location, per day. Meeting room and South Ballroom Stage rental fees may include additional services and equipment as outlined in the PCCD Facility Guide available for viewing at: www.phoenixconventioncenter.com. Offeror will act on behalf of PCCD for the rental, installation, operation, and dismantling of audio-visual equipment included in PCCD rental packages. Offeror agrees that the associated labor costs for this feature are complimentary and shall not be subject to commission payments.

- H. Offeror Rental Packages: Audio-visual production and equipment rental packages developed by Offeror for PCCD clients will be subject to PCCD approval.
- I. Client Invoices: Invoices must be issued no later than (5) five-days after the conclusion of the event. The content and format of backup documentation provided by Offeror shall be subject to approval by the PCCD Contract Manager.

3.7. Customer Service:

The Phoenix Convention Center Department (PCCD) has a clear vision to be the top convention and entertainment venue in North America, known for its exceptional customer service, memorable experiences, and distinctive venues. A central priority for PCCD is to achieve a 90% client satisfaction rating. This goal requires careful planning, consistent execution, and collaboration with service partners to deliver the highest levels of customer satisfaction.

To build this reputation for excellence, PCCD relies on a program known as We CARE, which is a key part of achieving these high standards. The program emphasizes providing professional, courteous service at all times to ensure patrons feel valued and well taken care of. If any complaints arise, they must be addressed promptly, and PCCD should be kept informed about customer service issues and their resolutions.

Additionally, the on-site General Manager or a designee must be available to assist customers during peak periods, ensuring quick resolution of any issues. Effective communication between the offeror's staff, PCCD staff, and clients is crucial for maintaining high customer service standards. To support this, the offeror is expected to have key staff members who can professionally communicate with a wide range of clients.

Furthermore, all staff members must participate in training sessions as requested by PCCD, ensuring they are well-equipped to meet customer service expectations and handle any situation that may arise. This comprehensive approach to service ensures that PCCD maintains its commitment to excellence in customer satisfaction and overall service delivery.

Customer Satisfaction Standards and Surveys:

1. Customer Satisfaction Benchmark: The Offeror must maintain a customer satisfaction score of 4.5 or higher based on surveys conducted by the PCCD.
2. Performance Monitoring: The Contract Manager will monitor and review survey results and scores.
3. The Offeror will receive a performance report outlining average scores, strengths, and areas for improvement.
4. Corrective Action Plan (CAP):
 - o If the average customer satisfaction score falls below 4.5 during any review:
 - The City will notify the Offeror in writing, outlining specific areas needing improvement.
 - The Offeror must submit a Corrective Action Plan within 30 calendar days, detailing how identified issues will be resolved.
5. Contract Remedies:

- Continued Non-Compliance: If the Offeror's score remains below 4.5 for two consecutive review periods, the City reserves the right to:
 - Impose financial penalties as outlined in the contract terms.
 - Reduce service scope or limit new service requests until compliance is restored.
 - Terminate the contract for cause if performance remains unsatisfactory despite corrective actions.

3.8. Staffing and Training:

Offeror will employ, train, and supervise an adequate staff of personnel to provide efficient, prompt, and courteous service to all users of PCCD. Offeror agrees to operate during all hours necessary to support event activities on the premises including event move-in, event show hours, and event move-out. Offeror is expected to maintain available on-site staff sufficient to provide support to events regardless of whether Offeror is the selected audio-visual service provider for an event. At a minimum, Offeror shall provide on-site staffing from 7:30 a.m. until 4:30 p.m., Monday-Friday (even on non-event days).

The number of full-time professional (certified, if applicable) staff to be located at the PCCD is further defined in Attachment F – Proposed Staffing Plan. Offeror staff will provide client sales, technical support, staff support, and staff supervision.

On-site staff provided by Offeror is subject to the approval of Contract Manager or designee, and at their sole discretion, may require Offeror to remove and replace any staff, any time, should their performance be deemed unacceptable by the Contract Manager or designee.

The Offeror must assign a designated, experienced audio-visual General Manager to be on-site full-time. This individual will be responsible for the day-to-day operations of this agreement and will serve as the primary point of contact for the offeror. The on-site General Manager, or their designee, must respond to service calls within ten minutes or less.

The Offeror must provide at least one full-time rigging supervisor/inspector who holds, at a minimum, a current Entertainment Technician Certification Program (ETCP) arena rigging certification.

A. Training: All staff provided by Offeror must be dedicated to providing the absolute highest standard of customer service to PCCD's staff, clients, and customers. Offeror shall ensure that all staff assigned to work at PCCD are continually trained in the operation of all production systems.

Offeror must provide on-going staff training and professional development. Appropriate PCCD staff will be involved in all site-specific training provided to Offeror staff. Offeror must adhere to PCCD operations, procedures, safety manuals, and guidelines.

B. Appearance and Behavior: The City enforces a drug-free workplace policy. In addition, the City of Phoenix is committed to maintain a workplace that is free from violence, threats of

violence, or harassment of any type. Offeror agrees that these policies will be communicated to and enforced with all of their staff working at the PCCD.

Offeror shall stress acceptable dress codes, personal hygiene, reliability, punctuality, honesty, proper work habits, proper behavior, and good customer service to all Offeror personnel assigned to PCCD facilities. Offeror shall be responsible for enforcing a dress code that requires proper fit of uniforms and prohibits its employees from modifying said proper fit.

C. Employee Performance: PCCD must be fully and completely satisfied with the performance, appearance, and behavior of all Offeror personnel assigned to PCCD. Offeror employees whose performance, appearance, or behavior has been deemed unacceptable by either PCCD staff or Offeror General Manager shall be removed from the PCCD campus. Employees deemed unacceptable shall not return to work at PCCD under any circumstance. If deemed necessary by either of the Parties, PCCD shall make security services available to Offeror to assist with removal of unacceptable personnel.

D. Attendance at Meetings: Offeror shall have a representative attend PCCD operations meetings and/or event meetings as necessary or as requested by PCCD. Offeror representatives shall attend meetings on-time and be prepared with all necessary documentation for the meeting. Offeror representative(s) shall not leave before meeting is adjourned.

E. Parking: Parking will be made available at PCCD garages for Offeror's employees at the prevailing City employee parking rate. Based on availability, PCCD reserves the right to determine which PCCD garage will be used for employee parking. Upon written notification from PCCD, parking programs are subject to change and parking rates are subject to increase.

Parking is invoiced on a monthly basis. Offeror may determine whether they want group billing or whether they will deem each cardholder responsible for individual payment. Written notification is required to PCCD's Parking Operator no less than 30 days prior to the termination or deactivation of any monthly parking access card(s). Failure to provide written notification will result in full payment owed for each month in which card(s) remained active.

3.9. Reporting Requirements:

Offeror will be required to submit various reports that will include, but are not limited to operational reports, sales reports, commission reports, financial reports, staffing reports, and rigging inspection reports. Offeror must maintain a CAD archive of event rigging plots and the inspection approvals. Equipment training reports will be available upon request. The reporting schedule is outlined in Attachment G – Required Reporting Schedule. This exhibit may be amended, as needed, via contract amendment(s). Offeror will provide sample forms for approval by the City.

3.10. Sales Efforts and Marketing Plans:

A. Offeror Efforts: With the exception of the 200 Level West (unless requested by City), Offeror will provide proactive sales and marketing efforts of audio-visual services and equipment to

PCCD clients by contacting each event client and/or their agent to determine audio-visual requirements and to sell services. Offeror shall develop clear, concise, and professionally written proposals and order forms for client review and acceptance. CAD drawings of services offered shall be provided, if practical and appropriate. Color renderings of proposed sets, creative overview of the event, and a full presentation at the client's offices shall be provided as appropriate.

Offeror will have the ability to negotiate discounted, exclusive rigging services that include labor and equipment, by negotiating the number of days charged for rigging services, in order to leverage the ability to capture the PCCD client's audio-visual needs as a package deal.

Offeror may convey to clients, potential clients, or audio/visual companies that they are the Preferred Provider of audio-visual services at PCCD, however making it clear that rigging services and house audio visual system sound patches are exclusively provided by Offeror.

Offeror's marketing efforts shall include developing marketing plans to use in tandem with PCCD Sales and Marketing staff efforts to ensure a collaborative approach of marketing efforts. Marketing efforts shall include but are not limited to: marketing materials such as: website links, hard copy and/or electronic pamphlets, flyers, packets, etc. that can be provided to clients by PCCD sales staff. All materials shall be reviewed and approved by the PCCD Director or designee, and shall include, at a minimum, a description of the services available, price lists, contact information, and instructions on how to place an order. Offeror will also manage their company website and include links to the PCCD website. Offeror will host and/or participate in open houses to showcase services offered as requested by PCCD.

B. PCCD Efforts: Primary sales activity for all events will originate with PCCD Sales and Marketing division staff. PCCD reserves the right to have PCCD staff answer client's questions pertaining to the sale of audio-visual services.

3.11. Phase Out:

Offeror recognizes that the services provided in this Agreement are vital to PCCD'S overall operations and that continuity must be maintained at a consistently high level without interruption. Upon expiration of this Agreement and/or upon PCCD awarding these services to a new Offeror (Successor), the Successor must continue to provide the same level of services. Offeror recognizes that Successor will require phase-in training; and that Offeror must fully cooperate with Successor in order to affect an orderly and efficient transition. Accordingly, Offeror shall be required to provide phase-out services to Successor for up to 30 days prior to the expiration of this Agreement at no additional charge(s) to City.

Phase-out orientation shall be comprised of a maximum of 30 days, 8 hours per day. Orientation may include system operations procedures, record keeping, reports, and procurement procedures, etc. Offeror shall be totally responsible for providing the services called for by this Agreement during its phase-out period. Offeror agrees to cooperate with its Successor in allowing as many personnel as practical to remain on the job in order to enhance the continuity and consistency of the services in any future Agreement.

3.12. Cleaning:

Offeror will be responsible for the daily cleaning of its office spaces. Cleaning shall include vacuuming, sweeping, dusting and cleaning of windows on a regular basis, and general maintenance of a clean, professional office space. Offeror shall provide safety data sheets for any chemicals stored on-site that are used in the cleaning of office space. Offeror must notify City of any spills for immediate clean-up of carpets and/or floors and will allow City access for quarterly cleaning of carpets and/or floors.

Offeror shall be responsible for taking garbage, recycled material, and rubbish from the office area to a specified location for disposal.

Offeror must, at its own cost and expense, at all times when providing audio-visual services on PCCD premises, maintain and keep PCCD facilities and Offeror's designated area (including office and storage space), free and clear from trash and other unsightly, unsafe, or unsanitary objects attributable to its operation.

4. Evaluation Process

Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>Operational Plan</p> <p>The offeror shall provide comprehensive operational plans detailing how exclusive rigging services will be delivered to the City. This overview must include safety procedures, the event rigging staffing plan, and a list of full-time on-site rigging personnel along with their qualifications and experience. The offeror must also provide proof of full-time ETCP-arena certified rigging staff. Additionally, the offeror shall submit a chain hoist inspection and certification plan, outlining the method, frequency, and documentation of inspection records. Offeror must include an operational plan that will detail how the services described in the scope of work will be delivered to the City; detail Offeror's experience coordinating event-related activities; detail customer service programs; include sales and marketing plans that help to secure Citywide conventions, and a copy of Offeror's written operating policies and procedures. Additionally, Offeror shall detail client satisfaction and problem resolution programs, staffing levels, employee training and recognition programs, and staff uniforms and image.</p>	Points Based	<p>30 (30% of Total)</p>

2.	<p>Firm History and Experience</p> <p>Offeror shall provide an overview of the company and shall summarize previous experience providing similar services to equivalent customers. Offeror must provide a list of references which should include a minimum of three convention centers, currently in operation, for whom Offeror has provided similar services. The list shall include the following information: length of service and scope of services provided and company name with <u>current</u> contact name and <u>current</u> phone numbers. Offeror shall detail resources and staff available to supply required services to the City. Also, detail key staff assignments to each area of the project, including providing resumes of key staff.</p>	Points Based	30 (30% of Total)
3.	<p>Equipment Inventory and Pricing Structure</p> <p>Offeror shall provide a detailed inventory of audiovisual equipment available for rent to PCC clients when utilizing non-exclusive audiovisual services and exclusive rigging services, along with the corresponding pricing structure. Refer to Section 3, line 3.2 Production Services for services included but not limited to. Additionally, the offeror shall submit comprehensive plans outlining how their services meet industry standards and keep pace with technological advancements to support the high presentation demands of clients.</p>	Points Based	20 (20% of Total)

<p>4.</p>	<p>Commission Structure</p> <p>Offeror must propose commission percentages payable to the City on gross sales for equipment and labor. Also include details on programs and/or projects that will generate additional revenue streams for the City.</p> <p>Offeror must complete and submit Attachment H - Competitive Rates with the client rates proposed by Offeror. The Offeror must conduct pricing survey and present a pricing comparison with three similar venues to ensure competitive and industry-standard patron pricing, submitting it as part of the proposal.</p>	<p>Points Based</p>	<p>20 <i>(20% of Total)</i></p>
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5. Instructions

5.1 Submission of Offer

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

Submitted electronically by email to cpz.procurement@phoenix.gov and dorene.boyd@phoenix.gov. The following information should be noted in the email:

1. Offeror's Name
2. Offeror's Address (as shown on the Certification Page)
3. Solicitation Number
4. Solicitation Title
5. Offer Opening Date
6. Due to file size limitations for electronic transmission (for sending or receiving), Offers sent by email may need to be sent in parts with multiple emails. It is the responsibility of the Offeror to ensure that the Offer (including all parts if sent in multiple emails) is timely and to confirm that there are no technical reasons that any offer submitted electronically may be delayed. The date and time on the email(s) as received/stamped by the City's inbox will provide proof of submission and verification whether the Offer was received on or prior to the exact time and date indicated in the Schedule of Events.

5.2 Offeror Submittal Format

Submitted with a table of contents and tabbed according to the following sections:

Tab 1 Method of Approach Exclusive Rigging

Tab 2 Firm History and Experience

Tab 3 Equipment Inventory and Pricing, Attachment D- Commission Rates, Attachment E- Labor Rate, Attachment H - Competitive Rates

Tab 4 Commission Structure Attachment F- Propose Staffing Plan

Tab 5 Submittal Section – completed and signed. Attachment A - Submittal Section

Tab 6 Signed Addenda

Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. Electronic submission is preferred. Due to file size limitations for electronic transmission, offers sent

by email may need to be sent in parts with multiple emails. It is the responsibility of the Offeror to ensure that the offer is received timely and that there are no technical reasons for delay. Please refer to the Instructions Section for complete information regarding the submission of offers. **Offerors are responsible for reading and complying with all requirements of this RCS.**

5.3. 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.

5.4. Late Offers

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

5.5. Offer Results

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

The City will post a preliminary offer tabulation on the City's website, <https://solicitations.phoenix.gov/Awards> within five business days of the offer opening. The City will post the information on the preliminary tabulation as it was read during the offer opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the offers, the City will post an award recommendation on the website. By signing and submitting its Offer, each Offeror agrees that this posting of the award recommendation to the City's website effectively serves as the Offeror's receipt of that notice of award recommendation. The City has no obligation to provide any further notification to unsuccessful Offerors.

5.6. Description – Statement of Need

The City of Phoenix invites offers for Non-Exclusive Audio-Visual Svcs., Equipment Rental, and Exclusive Rigging Svcs. for a five (5) year commencing on or about July 1, 2025. in accordance with the specifications and provisions contained herein or the "Effective Date" which is upon award by City Council, conditioned upon 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.

5.7. City's Vendor Self-Registration and Notification

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

5.8. 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.

5.9. Obtaining a Copy of the Solicitation and Addenda

Interested Offerors may download the complete solicitation and addenda from <https://solicitations.phoenix.gov/>. Any interested Offerors without internet access may obtain this solicitation by calling the Procurement Officer or picking up a copy during regular business hours at the City of Phoenix, Phoenix Convention Center Department, Fiscal and Procurement Services Division, 100 North 3rd Street, Phoenix, AZ 85004. It is the Offeror's responsibility to check the website, read the entire solicitation, and verify all required information is submitted with their Offer.

5.10. 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.

5.11. 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.

5.12. 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.

5.13. 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.

5.14. 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 factors 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 100 points)

Listed in relative order of importance.

Evaluation Criteria #1 - Operational Plan	30 pts
Evaluation Criteria #2 - Firm History and Experience	30 pts
Evaluation Criteria #3 - Equipment Inventory and Pricing Structure	20 pts
Evaluation Criteria #4 - Commission Structure	20 pts

5.15. Pre-Award Qualifications

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

5.16. Certificates of Insurance

Upon notification of a recommended award, the Offeror will have **14 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.

5.17. 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 Chief Procurement Officer or Department 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.

5.18. Solicitation Transparency Policy

Commencing on the date and time a solicitation is published, potential or actual Offerors or 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.

5.19. Protest Process

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

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

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

Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations on the City's website to award the contract(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.

5.20. 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.

5.21. Right to Disqualify

The City reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest 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.

5.22. Site Inspection

A one-time walk-through site inspection tour will be conducted at the date and time indicated in the Schedule of Events. 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 offer prices.

5.23. 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.

5.24. Evaluation of Competitive 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.

6. Determination of Responsiveness and Responsibility and Evaluation

6.1. Determination of Responsiveness and Responsibility and Evaluation

A. Responsiveness And Responsibility

Responses will be reviewed for responsiveness and responsibility, documentation of minimum qualifications, completeness, and adherence to RCS requirements.

The qualifications will be reviewed by the Procurement Officer or an evaluation panel in accordance with the criteria set forth in this RCS. If an Offeror's response is deemed not Responsive or not Responsible or does not meet the minimum qualifications, then no additional opportunity to supplement the qualifications will be afforded to the Offeror.

The City reserves the sole right to determine the sufficiency of qualifications and experience of all Offerors.

B. Evaluation

Phoenix Convention Center will appoint evaluation panel(s) to evaluate all Responsive and Responsible Responses and recommend the Offeror(s) to be awarded the Contract resulting from this RCS. The Phoenix Convention Center Director may accept the evaluation panel's recommendation and submit it to the Phoenix City Council for approval or may reject the recommendation. If only one Response is Responsive and Responsible to this RCS, then the Phoenix Convention Center Director shall have the discretion to determine whether the evaluation panel or staff will evaluate the Responsive and Responsible Response.

The evaluation panel may interview all Offerors or create a short-list of Offerors to interview. The same evaluation panel will be used for the short-list and the interview process. A short-list of Responses, when used, is a list of Responses identified by the evaluation panel, based on the evaluation criteria in this RCS, as those that have a substantial chance of resulting in a Contract award in comparison to all Responsive and Responsible Responses submitted. The evaluation panel may consider information from the interviews or demonstrations that clarifies the written Responses.

The evaluation panel will score the Responses by consensus based on the evaluation criteria. The City will retain the consensus scoring for each criterion for each Offeror.

The City does not retain individual panelists' scores.

6.2. Discussions

The Procurement Officer may hold Discussions, based on the evaluation panel's review, with Offerors submitting a Reasonably Susceptible Response. Discussions may be conducted orally but must be confirmed in writing. In conducting Discussions, the Procurement Officer may not

disclose any information derived from Responses submitted by competing Offerors. The Procurement Officer may request Response revisions from all Offerors with whom discussions were held. The Procurement Officer will facilitate the evaluation of any revisions in the revised Responses resulting from the discussions.

6.3. 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.

6.4. Offers Not Within the Competitive Range

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

6.5. 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 nonresponsive, and the City may revoke its determination that the Offer is in the Competitive Range.

To the fullest extent permitted by law, the City will not provide any information, financial or otherwise, to any Offeror 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.

6.6. 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.

7. General Terms and Conditions of the RCS

7.1. Solicitation Transparency Policy

Commencing on the date and time a solicitation is published, potential or actual Offerors or 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.

7.2. Award Recommendation

All award recommendations will be posted on the following phoenix.gov website:

<https://solicitations.phoenix.gov/Awards>.

When the City posts the award recommendation, the procurement file for this RCS will be available upon request for review. The procurement file consists of the RCS, any addenda, advertising documents, Responses, evaluation process documents, Pre-Response meeting documents, Q&A, signed conflict of interest statements used in this process and confirmation of the RCS's posting to the phoenix.gov solicitation website.

7.3. Disclosure of Confidential and Proprietary Information

- A. All materials submitted by Offerors are the property of the City and become a matter of public record available for review pursuant to Arizona law. An Offeror may not request that the entire Response be treated as confidential. An Offeror may request specific information contained within its Response be treated by the Procurement Officer as confidential or proprietary (collectively confidential) provided the Offeror clearly labels the specific information "confidential". To the extent necessary for the evaluation process, information marked as "confidential" will not be treated as confidential.
- B. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Offeror as "confidential" available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify a "confidential." The Offeror will have fourteen (14) calendar days thereafter to (i) notify the Procurement Officer if Offeror does not object to such disclosure, or (ii) obtain and furnish a court order enjoining such disclosure. The time to obtain a court order may be extended at the Procurement Officer's sole discretion. If the Offeror does not provide the Procurement Officer with a court order enjoining release of the information during the designated time period, the Procurement Officer will make the information requested available for inspection.

7.4. City's Reservation of Rights

The City may:

- A. Accept or reject any or all Responses in whole or in part;
- B. Cancel this RCS in whole or in part;
- C. Negotiate any Response elements in a manner that does not create an unfair advantage for any Offeror;
- D. Reissue this RCS with or without modification;
- E. Waive any non-material defects in any Response or the procurement process; and

- F. Take any other legal action deemed to be in the City's best interest.

7.5. 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.

7.6. Offeror Incurred Costs

All costs incurred by the Offeror in connection with this RCS must be borne solely by the Offeror. Under no circumstances will the City be responsible for any costs associated with the Offeror's Response or the RCS process.

7.7. City's Sole Determination of Responsiveness and Responsibility and Right to Investigate

Responses will be reviewed for documentation of minimum qualifications, completeness, and compliance with the RCS requirements. The City reserves the sole right to determine responsiveness and responsibility, which includes the City's determination of the Offeror integrity, skill, capacity, experience, and facilities for conducting the work to be performed.

The City's determination as to whether an Offeror is responsible will be based on the information furnished by the Offeror, interviews (if any), and any other sources the City deems appropriate. Award of the Lease resulting from this RCS will not be made until such investigations, which each Offeror agrees to permit by submitting its Response, are made by the City as it deems necessary.

7.8. Offeror Certification and Affidavit

By submission of a Response, each Offeror certifies it has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of a Contract to any employee, official or current contracting consultant of the City. Any Offeror that is unable to comply with any required certifications may be disqualified.

In compliance with Arizona Revised Statutes §§ 1-501 and 1-502(D), the City will require any Successful Offeror that submits its Response as a sole proprietorship or as an individual to complete the Affidavit of Lawful Presence posted at:

<https://www.phoenix.gov/Documents/lawfulpresence.pdf> prior to the award of any License resulting from this RCS process.

7.9. Protest Policy

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

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

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

Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations on the City's website to award the contract(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.

7.10. Legal Worker Requirements

The City is prohibited by A.R.S. § 41-4401 from awarding an agreement to any OFFER who fails, or whose subcontractors fail, to comply with A.R.S. § 23 214(A). Therefore, THE OFFER agrees that:

OFFER and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A.

A breach of warranty under paragraph 1 will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.

The City retains the legal right to inspect the papers of the OFFER or subcontractor employee(s) who work(s) on the resulting Lease to ensure that OFFER or subcontractor is complying with the warranty under paragraph.

7.11. Post-Award General Requirements

Subcontracting Commitment. Promptly after License award, the Successful Offeror shall submit to City copies of all executed contracts, purchase orders, contracts, sublicenses, JV agreements, and other arrangements formalizing agreements between Successful Offeror and any Small Businesses.

The Successful Offeror shall not reduce the amount, alter the scope of work, or terminate the Subcontractor without the Compliance Specialist's prior written approval. Any request to alter a Small Business Subcontract must be submitted in writing to the Equal Opportunity Department before any change is made. If the Successful Offeror fails to do so, the City may declare the Successful Offeror in breach of the License.

8. Special Terms and Conditions

8.1. Term of Contract

The term of this Contract will commence on or about July 1, 2025, and will continue for a period of five (5) years thereafter.

8.2. 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 last Statement of Work 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.

8.3. Liquidated Damages

Except as otherwise provided herein for repeated failure to meet a specific standard and requirement, prior to the imposition of Liquidated Damages, the Offeror will receive written notice of the details of non-compliance. Following delivery of such notice, Offeror shall have 24-hours to either correct the matter or, if the matter is not correctable within 24-hours, to initiate corrective action and to diligently prosecute it to completion. In the event the unsatisfactory condition is not corrected or corrective action initiated, as appropriate, Liquidated Damages shall be applied. The 24-hour correction period shall commence when written notice is delivered to Offeror.

Conduct for which liquidated damages include, but are not limited to, the following:

A. Failure to complete requested set-ups no less one hour prior to the meeting or event. Liquidated Damages: \$250.00 per occurrence.

B. Failure to respond to service and trouble calls within 15 minutes during PCCD meetings and events. Liquidated Damages: \$250.00 per occurrence.

C. Failure to report failed, malfunctioning, damaged, or missing equipment and systems to PCCD within 24-hours of discovery. Liquidated Damages: \$250.00 per occurrence.

D. Failure to provide adequate staffing levels whenever AV equipment is rented and/or services are provided. Liquidated Damages: \$250.00 per occurrence.

E. Failure to restore hard and soft AV patches in regard to in-house equipment. Liquidated Damages: \$250.00 per occurrence.

F. Unauthorized changing of AV network software settings or use of the network's Internet connection and VPN. Liquidated Damages: \$250.00 per occurrence.

When PCCD, in its sole and unfettered discretion, finds: (a) Offeror's overall performance is unsatisfactory; or, (b) Offeror has failed to satisfactorily substitute for an unsatisfactory employee, City reserves the right at any time to obtain any services necessary to successfully perform work that City believes would not have been successfully completed due to the Offeror's unsatisfactory performance or the unsatisfactory performance of its employees. Offeror shall bear the full cost of any such services obtained under these conditions.

8.4 Access To City-Owned and Operated Information Technology Infrastructure:

A. Operation of City Systems. Offeror is responsible for proper operation of PCCD's IT systems. Offeror is responsible for inputting all required data into the system and for creating and generating reports from PCCD's Event Management Software to meet the requirements of the Agreement and as requested by the City.

B. Network Access. Access to City IT resources will be supported via a PCCD provided Virtual Private Network (VPN) account. The number of users permitted to access City systems will be limited to a mutually agreed upon number. The Offeror will be responsible for providing Internet access via an Internet Service Provider (ISP) and for any and all necessary hardware and software (i.e., computer, monitor, and printer) needed to support Offeror's utilization of City systems. Offeror's computer systems will be required to pass a security host check, which requires their system to operate using a City approved software firewall and antivirus program. The Offeror is ultimately responsible for maintenance and repair of their computer systems.

C. City Systems Accessibility and Regulations. Each system user will be provided a named account and password which must not be shared with any other individual or staff. PCCD reserves the right to revoke access privileges to City IT resources at any time due to any violation of the guidelines outlined in these documents or for any action which compromises the security of the City's systems or network and communication resources. All staff changes pertaining to access to the City's systems must be reported immediately to PCCD Information Technology Services (ITS) staff and/or the Contract Manager or designee. All users of the City's systems will be required to sign a User Agreement and agree to comply with federal, state, and local privacy laws and all City of Phoenix and PCCD policies pertaining to the use of City Information Technology resources. Each person provided access to City information systems must read and acknowledge understanding of the following: City of Phoenix Administrative Regulations: 1.63, Electronic Communications and Information Acceptable Use; 1.90, Information Privacy and Protection; and City of Phoenix Information Technology Department Standard s1.4.1, Remote User Access SOP. Offeror will provide third party credentialing and bonding for all employees provided access to the City's Information Technology systems and infrastructure. Offeror is prohibited from releasing information obtained from the City's systems

to other independent Parties and/or from using information obtained from the City's system for any other purpose than as identified in this Agreement and required to perform work authorized by this Agreement.

D. System Maintenance. Offeror shall be solely responsible for providing and maintaining all necessary computer systems, computer hardware, software, software upgrades, computer support and peripherals, as needed, to fully perform under this Agreement.

E. Computer Equipment - Reporting Responsibilities. Offeror shall notify PCCD IT Manager and Contract Manager within 24-hours for any authentication or connectivity issues associated with VPN or other City systems. System repairs shall be the primary responsibility of the Offeror for its computer systems. IT Services staff may provide recommendations to Offeror for possible resolutions to desktop computer hardware and software issues that prevent system access to VPN, Citrix, or Event Management Software. Each reported incident will be handled on a case-by-case basis. If after diagnosis it is determined that a third-party needs to be involved, PCCD reserves the right to determine that services are outside of its realm and shall delegate the responsibilities for remedy upon the Offeror. Third-party IT service providers are subject to the approval of IT Services staff.

F. Training and Passwords: Offeror accepts sole responsibility and expenses associated with providing training and assigning new audio-visual network passwords (for clearance to PCCD's audio-visual network) to their staff.

G. Annual Security Awareness Training: Offeror and all staff that access any City networks must complete annual security awareness training provided by the City.

8.5. Repeat Conditions:

Upon the third and any additional instance of any repeat condition, in a 90-day period, Liquidated Damages shall be assessed at the time of notice to Offeror. Correction shall still be required within the 24-hour period specified above, but such correction shall not serve to abate the Liquidated Damage assessment.

8.6. Communication in English

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

8.7. Contract Manager

Department Contact: Matthew Bouchard, Production Services Manager

Department Contact Address: 100 N. 3rd Street, Phoenix, Arizona 85004

Phone: 602-495-7214

Email: matthew.bouchard@phoenix.gov

8.8. Contract Administrator

Department Contact: Dorene Boyd, Contracts Specialist II

Department Contact Address: 100 N. 3rd Street, Phoenix, Arizona 85004

Phone: 602-534-1242

Email: dorene.boyd@phoenix.gov

8.9. Final Inspection and Approval

The Contractor will request the City's authorized Department representative to conduct a site inspection after the project is complete. City's authorized Department representative will prepare a "punch-list" during the inspection and will forward a copy to the Contractor.

After the "punch-list" items have been corrected, the Contractor will request a final inspection with the authorized Department representative. Final project approval is contingent upon the City authorized Department representative's final inspection and written approval.

8.10. Service Locations

To minimize the City's transportation and handling costs, the Contractor's location(s) will be a factor in the City's award decision.

8.11. Background Screening

Contractor agrees that all Contractor and subcontractors' workers (collectively "Contract Worker(s)") pursuant to this Agreement will be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense, unless otherwise provided for in the scope of work. Contractor's background screening will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening is necessary to preserve and protect the public health, safety and welfare. The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.

8.12. Background Screening Risk Level

The City has established two levels of risk: Standard and Maximum risk. If the scope of work changes, the City may amend the level of risk, which could require the Contractor to incur additional contract costs to obtain background screens or badges.

8.13. Terms of This Section Applicable to all Contractor's Contracts and Subcontracts

Contractor will include Contract Worker background screening in all contracts and subcontracts for services furnished under this agreement.

8.14. Materiality of Background Screening Requirements; Indemnity

The background screening requirements are material to City's entry into this agreement and any breach of these provisions will be deemed a material breach of this contract. In addition to the

indemnity provisions set forth in this agreement, Contractor will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this Agreement or Contractor's failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.

8.15. Continuing Duty; Audit

Contractor's obligations and requirements will continue throughout the entire term of this Agreement. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's records.

8.16. Variances and Exemptions

Contract Workers who fall under the following areas may be considered exempt from this policy:

- Federal Homeland Defense Bureau.
- Transportation Security Administration.
- Federal Aviation Administration.
- Department of Public Safety (DPS) Administration – presenting a current Level One Department of Public Safety fingerprint card.
- Arizona or other State Bars.
- Other background checks performed within the last three to five years may be approved if they fit all required criteria herein, at the City's discretion.

8.17. Background Screening – **MAXIMUM RISK.**

Determined Risk Level: The current risk level and background screening required is **MAXIMUM RISK.**

A. **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:
 - City data centers, money rooms, high-value equipment rooms; or
 - unescorted access to private residences; or
 - access to critical infrastructure sites/facilities; or

- direct or remote access to Criminal Justice Information Systems (CJIS) infrastructure.
- B. 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.
- C. Contractor Certification; City Approval of Background Screening:** Unless otherwise provided for in the Scope, Contractor will be responsible for:
1. determining whether Contract Worker(s) are disqualified from performing work for the City for standard risk level background checks; and,
 2. for reviewing the results of the background check every five years; and,
 3. to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
 4. Submitting the list of qualified Contract Workers to the contracting department.
 5. 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.
 6. 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. Also, by executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all background screening requirements for the standard risk background screening, and verified legal worker status, as required.

8.18. Performance Standards:

Offeror and PCCD agree that services shall be provided in a competent, professional, effective and efficient manner ensuring that the highest level of professional audio-visual services is provided to the public in a cost-effective manner. To keep and maintain this standard of service performance during contract negotiations, PCCD and Offeror will agree to strict performance standards and requirements that must be met by Offeror in performing under any subsequent contract. Offeror agrees that in the event the standards and requirements of this Agreement are not met, Offeror shall be liable to PCCD for: (a) actual damages sustained; (b) liquidated damages as assessed by PCCD; and/or, (c) for regulatory fines or penalties as a result of a failure to meet performance standards.

8.19. Actual Damages:

When Offeror fails to meet performance standards and contractual requirements of this Agreement and such failure results in measurable and demonstrable loss to PCCD, Offeror shall be liable for the losses. Prior to the imposition of such charges, Offeror will be notified in writing of the details of the incident and afforded an opportunity to provide a response

8.20. Equipment / Safety

The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape, and other safety traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of the Contractor's employees and the public is of prime concern to the City and the Contractor must take all necessary steps to assure proper safety during the performance of the Contractor.

8.21. Copyright

All documents including but not limited to artwork, copy, posters, billboards, photographs, video tapes, audio tapes, systems designs, drawings, estimates, field notes, investigations, software, reports, diagrams, surveys, analyses, studies or any other original works of authorship created by Contractor in the performance of this Agreement are to be and remain "works for hire" under Title 17, United States Code, and the property of the City and all copyright ownership and authorship rights in the work(s) shall belong to the City pursuant to 17 U.S.C. § 201(b). In the event that the work(s) that is/are the subject matter of this Agreement is deemed to not be work for hire, then Contractor hereby assigns to the City all of the right, title and interest for the entire world in and to the work(s) and the copyright therein. Contractor agrees to cooperate and execute additional documents reasonably necessary to conform to its obligations under this paragraph.

All documents, together with all unused materials supplied by the City, are to be delivered to the City upon termination of this Agreement before the final payment is made to Contractor.

9. Defense and Indemnification

9.1. 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.

10. Insurance Requirements

10.1. 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.

10.2. 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.

10.3. 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.

10.4. 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.

10.5. 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.

10.6. Professional Liability (Errors and Omissions Liability)

Each Claim \$1,000,000

Annual Aggregate \$1,000,000

- The policy must cover liability arising from the failure to meet the professional standards required or expected in the delivery of those services as defined in the Scope of Services of this Contract.
- Consultant 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 period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

10.7. 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 or emailed.

10.8. 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.

10.9. Subconsultants

Consultant's certificates shall include all subconsultants as additional insureds under its policies **OR** Consultant shall be responsible for ensuring and verifying that all subconsultants 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 Consultant that its subconsultants have insurance coverage. All subconsultants 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 Consultant may, on behalf of its subconsultants, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Consultant assumes liability for all subconsultants with respect to this Contract.

10.10. Verification of Coverage

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

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

All certificates required by this Contract must be sent directly to cpz.procurement@phoenix.gov. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies

required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

10.11. Approval

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