



City of Phoenix

REQUEST FOR PROPOSAL  
RFP-2425-WCS-680  
CUSTOMER INFORMATION SYSTEM (CIS) MANAGED  
SERVICES

City of Phoenix  
Water Services  
200 W Washington St  
9<sup>th</sup> Floor  
Phoenix, AZ  
85003

RELEASE DATE: January 30, 2025  
DEADLINE FOR QUESTIONS: February 13, 2025  
RESPONSE DEADLINE: February 20, 2025, 2:00 pm

City of Phoenix  
REQUEST FOR PROPOSAL  
RFP-2425-WCS-680  
Customer Information System (CIS) Managed Services

1. Introduction .....	3
2. Instructions.....	4
3. Scope of Work.....	16
4. Standard Terms and Conditions .....	46
5. Special Terms and Conditions .....	62
6. Defense and Indemnification.....	78
7. Insurance Requirements .....	80
8. Submittals .....	84

Exhibits:

A - Cloud Computing Security Standard

Attachments:

A - Pricing Proposal Template

B - Submittals - Offer Page

C - Acceptance Form

D - Submittals - Conflict of Interest and Transparency

E - Submittals - Costs and Payments

F - Submittals - Debarment & Exclusion

G - Submittals - 24 Hour Emergency Contact

H - Submittals - References

# 1. Introduction

## 1.1. Summary

The City of Phoenix Water Services Department, Public Works and Information Technology Services Departments are in need of managed services to operate maintain and improve the Customer Information (CIS) solution on a 24/7 basis.

## 1.2. Contact Information

**Victor Sainz**

Contract Specialist II  
200 W Washington St  
Phoenix, AZ 85003

Email: [victor.sainz@phoenix.gov](mailto:victor.sainz@phoenix.gov)

Phone: [\(602\) 495-5407](tel:(602)495-5407)

**Department:**

Water Services

## 1.3. Timeline

### Schedule of Events

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

To request a reasonable accommodation or alternative format for any public meeting, please contact the Procurement Officer (Victor Sainz) at (602) 495-5407/Voice or 711/TTY, or [victor.sainz@phoenix.gov](mailto:victor.sainz@phoenix.gov), no later than two (2) weeks prior to the meeting.

<b>Solicitation Issue Date</b>	January 30, 2025
<b>Pre-Offer Conference (Non-Mandatory)</b>	February 6, 2025, 10:00am Weblink to access below: <a href="https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=m9dc870a4639282e3d33aaad40b91e7a8">https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=m9dc870a4639282e3d33aaad40b91e7a8</a>
<b>Written Inquiries Due Date</b>	February 13, 2025, 2:00pm
<b>Offer Due Date</b>	February 20, 2025, 10:00am

## 2. Instructions

### 2.1. Description – Statement of Need

The City of Phoenix invites sealed offers for Customer Information System (CIS) Managed Services for a five-year contract commencing on or about May 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.

### 2.2. City’s Vendor Self-Registration and Notification

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

### 2.3. Preparation of Offer

- A. 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.
- B. 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.
- C. All time periods stated as a number of days will be calendar days.
- D. 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:
  1. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
  2. Study and carefully correlate Offeror’s knowledge and observations with the solicitation and other related data.
  3. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.

4. 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.
  5. 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.
- E. **The Offeror shall limit its narrative response submittal to no more than fifty (50) pages including cover letters, resumes, references questionnaire, and the fee schedule. Pages exceeding the 50-page limit, will not be taken into consideration when evaluating proposals.**
  - F. The Offeror may provide attachments to their narrative responses, providing that the attachments, providing that the attachments clearly and concisely clarify the response to a specific requirement and are within the 50-page limit.
  - G. Information provided using a web ULR link (within a response, or otherwise) will not be taken into consideration when evaluation proposals.
  - H. **The Offeror must provide documentation that demonstrates how the Offeror meets the Pre-Award Qualifications listed in Paragraph 2.16, in the order listed and referencing the related requirement(s).**
  - I. **The City intends to award two contracts; one for Batch Operations Support and one for Primary Support, but both contracts will not be awarded to the same Managed Services provider. However, Offeror's must submit narrative responses that clearly address how it will provide both Batch Operations Support and Primary Support outlined in the Scope of Work.**

#### 2.4. Fixed Offer Price Period

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

#### 2.5. Obtaining a Copy of the Solicitation and Addenda

Interested Offerors may download the complete solicitation and addenda from <https://solicitations.phoenix.gov/>. 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, Water Services Department, 200 W. Washington St. 9th floor

Phoenix, AZ 85003. It is the Offeror's responsibility to check the website, read the entire solicitation, and verify all required information is submitted with their Offer.

## 2.6. Exceptions

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

## 2.7. Inquiries

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

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

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

## 2.8. Addenda

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

## 2.9. Business in Arizona

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

## 2.10. Licenses

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

## 2.11. Certifications

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

- The submission of the Offer did not involve collusion or other anti-competitive practices.
- The Offeror must not discriminate against any employee, or applicant for employment in violation of Federal or State Law.

- The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer.

## 2.12. Submission of Offer

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.

Offers must be submitted in one of the following ways:

- A. Submitted electronically by email to [WSDProcurement@phoenix.gov](mailto:WSDProcurement@phoenix.gov) and 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.
  7. Any original documents (such as bonds, guaranties, powers of attorney), if required by the solicitation, must be separately delivered to and received by the City on or prior to the exact time and date indicated in the Schedule of Events, with a clear indication of the Offer for which it is attributed.

## 2.13. Withdrawal of Offer

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

## 2.14. Offer Results

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.

## 2.15. Offer Evaluation Criteria

In accordance with the Administrative Regulation 3.10, Competitive Sealed Proposal awards shall be made to the responsive and responsible Offeror(s) whose Offer is determined in writing to be the most advantageous to the City based upon the evaluation criteria listed below.

The evaluation 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 1000 points)**

#### **Listed in relative order of importance**

Evaluation Criteria #1 – Capability/Experience	470 pts
Evaluation Criteria #2 – Method of Approach	280 pts
Evaluation Criteria #3 – Cost (Price Proposal) - Attachment A	250 pts

## 2.16. Pre-Award Qualifications

Offerors responding to this Request for Proposal (RFP) must provide documentation that demonstrates how the Offeror meets the Pre-Award Qualifications, in the order listed and referencing the related requirement(s) below.

- A. The Offeror shall provide a written statement demonstrating how it has successfully provided water utility system support for the following set of products for at least three (3) years:



1. One (1) water utility with at least 300,000 water meters as the primary support provider.
  2. Two (2) water utilities with at least 200,000 water meters as the primary support provider.
  3. All three (3) water utilities with each have at least 200,000 financially responsible customers.
- B. The Offeror's proposed primary support role shall possess at least a minimum of three (3) years' experience in the following:
1. WebLogic, and virtual server infrastructure.
  2. Oracle CC&B version 2.8 or version 2.9; OR Oracle CC&B Cloud Service or Oracle C2M version 2.8 or version 2.9.
- C. The Offeror shall have at least three (3) years' experience in all of the following technologies to support CIS applications as well as provide a written statement demonstrating how its proposed support role and development of system interfaces shall possess the following minimum experience and qualifications:
1. Field service management application (example, Oracle MWM)
  2. Customer portal
  3. Oracle business intelligence
  4. Payment gateway interface
  5. Water meter reading application
- D. The Offeror shall provide written acknowledgment of understanding that 24/7 support services will be provided using all US-based staff.
- E. The Offeror shall provide written acknowledgement that it has an existing cloud road map for its customers. Proposer currently supports dashboards, scheduled reports, ad hoc reports and fulfill data extraction requests.
- F. The Offeror shall provide written acknowledgement that it will agree to undergo a Security Assessment Review to ensure compliance with COP security requirements and complete the Security Maturity Questionnaire within 10 calendar days of request.

## 2.17. 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.

## 2.18. 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.
- D. The intent is to contract with two (2) separate Offerors for Managed Services. The establishment of the contract will be as follows:
  1. Batch Operation Services.
  2. Primary Support Services.
- E. The City reserves the right to accept any service or combination of services specified in this Scope of work, unless the Contract Expressly restricts a service or combination of service in its proposal, and conditions its response on receiving all items for which it provided a proposal. In the event of such restriction, the City will evaluate if an award on such a basis will result in the best value and is in the best interest of the city. The City may otherwise determine, at its sole discretion, that such restriction is non-responsive or deem the proposal ineligible for further consideration.

## 2.19. Solicitation Transparency Policy

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

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

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

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

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

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

## 2.20. 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.

## 2.21. Public Record

All Offers submitted in response to this solicitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If an Offeror believes that a specific section of its Offer response is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Offeror may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Offeror clearly labels the information "confidential." To the extent necessary for the evaluation process, information marked as "confidential" will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Offerors as "confidential" available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify the Offeror in writing of any request to view any portion of its Offer marked "confidential." The Offeror will have the time set forth in the notice to obtain a court order enjoining such disclosure.

If the Offeror does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

## 2.22. 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.

## 2.23. Right to Disqualify

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

## 2.24. 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 award multiple contracts.

## 2.25. Determining Responsiveness and Responsibility

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

**Responsiveness:** Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers (as the case may be) will render an Offer nonresponsive.

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

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

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

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

## 2.26. Equal Low Offer

Contract award will be made by putting the names of the tied vendors in a cup for a blind drawing limited to those bidders with tied offers. If time permits, the offerors involved will be given an opportunity to attend the drawing. The drawing will be witnessed by at least three persons, and the contract file will contain the names and addresses of the witnesses.

## 2.27. Evaluation of Competitive Sealed Offers

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

## 2.28. Detailed Evaluation of Offers and Determination of Competitive Range

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

## 2.29. Offers Not Within the Competitive Range

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

## 2.30. 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.

### 2.31. Best and Final Offers (BAFO)

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

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

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

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

## **3. Scope of Work**

### **3.1 Purpose**

- 3.1.1. The City of Phoenix (COP) Water Services (WSD), Public Works (PWD) and Information Technology Services (ITS) Departments is soliciting for managed services to operate, maintain and improve the Customer Information Services (CIS) solution on a 24x7 basis for a period of five (5) years.
- 3.1.2. COP intends to contract with two (2) separate Managed Services providers. The establishment of the contract will be as follows:
  - 3.1.2.1. Batch Operation Services.
  - 3.1.2.2. Primary Support Services.
  - 3.1.2.3. The contracts will not be awarded to the same Managed Services providers; however, Offeror's must submit proposals for both Batch Operations and Primary Support outlined in 3.1.2.1 and 3.1.2.2.
- 3.1.3. COP reserves the right to accept any service or combination of services specified in this Scope of work, unless the Contract Expressly restricts a service or combination of service in its proposal, and conditions its response on receiving all items for which it provided a proposal. In the event of such restriction, the COP will evaluate if an award on such a basis will result in the best value and is in the best interest of the city. The COP may otherwise determine, at its sole discretion, that such restriction is non-responsive or deem the proposal ineligible for further consideration.

### **3.2. Definitions/Acronyms**

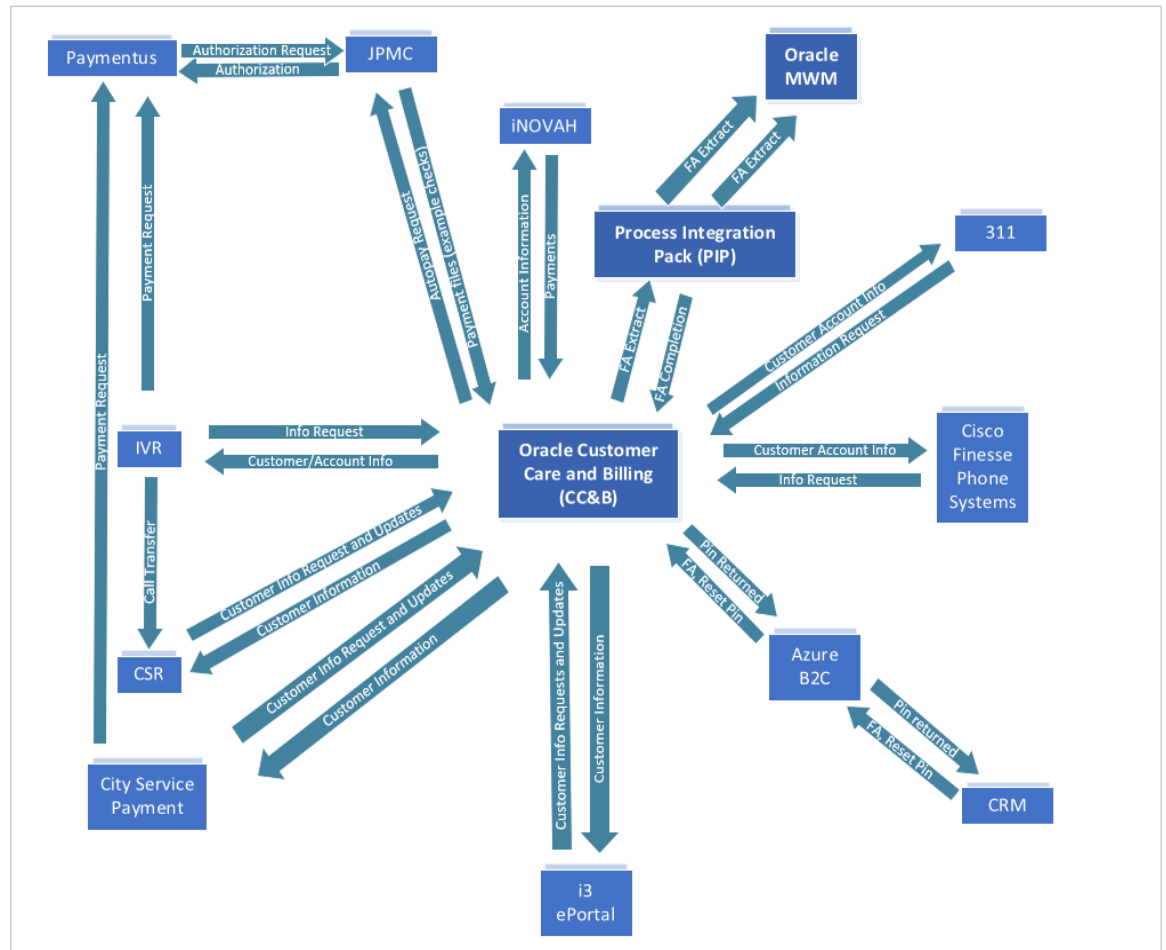
- 3.2.1. CIS – Customer Information System. Applications required to support water, wastewater, and refuse billing and activities to support residents.
- 3.2.2. Customer Care and Billing (CC&B) provides customer information and billing system for water, wastewater, solid waste services, and other applicable taxes and fees
- 3.2.3. Field Service Management is currently Oracle's Mobile Workforce Management
- 3.2.4. Batch Operations Support will provide end-of-day batch operation for production and non-production environments. This includes a full-time resource that acts as a functional architect and business intelligence developer.
- 3.2.5. Primary Support will cover other activities outlined in the Scope of Work such as CIS efforts, development of new features, break/fix, system interface troubleshooting participation, data extraction, reports development, leadership and coordination with various technical and business units, patch testing and application, change advisory board attendance, recurring reports (daily updates, stakeholder weekly reports and quarterly executive updates), and system performance monitoring.

### **3.3 Background**



- 3.3.1. The City of Phoenix, Information Technology Services, Water Services, Finance and Public Works departments share operational responsibility of the Customer Information System. Water Services and Public Works departments are the primary operators of the Customer Care and Billing system. Currently the City of Phoenix utilizes Customer Care & Billing (CC&B) version 29 to manage utility customer information, including service connection (water, wastewater, and solid waste), meter reads, rates, monthly and special billing, and all related functions such as payment processing, collections, field activities and meter management.
- 3.3.2. The City supports a range of customer service operations including customer contact centers, pay stations, account management, credit management, and field activities. The current CC&B application is integrated with several other systems used to support reading meters, work management, and financial management. The following represents the system profile:
- 3.3.1.1. 450,000 meters/customers
  - 3.3.1.2. 2.04 million service agreements
  - 3.3.1.3. 20,000 bills each night
  - 3.3.1.4. 5,000 customer calls per day
  - 3.3.1.5. 21 billing cycles per month
  - 3.3.1.6. 900 concurrent users from 12 departments
  - 3.3.1.7. 11 field offices with 250 scheduled resources
  - 3.3.1.8. 191,000 paperless (eBill) customers
  - 3.3.1.9. 59,000 recurring ACH (autopay) customers
  - 3.3.1.10. One million pages stored per month in the current bill and presentment vendor
- 3.3.3. The Customer Care and Billing (CC&B) system supports several business processes, including collections, credit, rates, billing, payments, general ledger classification, customer information, field activities orders, meter reads, meter inventory, and customer contacts.
- 3.3.4. The City's CIS consists of the below applications and data interfaces:
- 3.3.4.1 **Applications:**
    - a. Customer Care and Billing System (CC&B) version 2.9
    - b. Field Service Management application which is currently Oracle Mobile Workforce Management (MWM)
    - c. Customer Portal
    - d. Bill and Letter Print
    - e. ITRON meter reading
    - f. SAP
    - g. JPMC

- h. iNOVAH
- i. Microsoft CRM
- j. Microsoft Active Directory for internal users and Azure B2C for external
- k. Cisco IVR
- l. ESRI (GIS)
- m. Cisco Finesse (ACD)
- n. Control M for batch scheduler
- o. Oracle Business Intelligence Enterprise Edition (OBIEE)Power BI



3.3.4.1. **Interfaces:** CC&B interfaces with numerous systems. Interfaces include inbound and outbound data file transfers as-well-as direct system to system interfaces. Shown below are the critical data interfaces:

a. Inbound Files/Data

File	Description	Transfer Method
Paymentus remittance file	Payments initiated via IVR and the Web	FTP

Bank Lockbox	Payments processed by the City's lockbox to the CC&B Upload Staging Tables	FTP
Branch Payment	Payments made by customers in the branch	FTP
eLockbox Payment	Payments made from customer's banking institution	FTP
Agency Payments	Collection agency payment files	FTP
Meter Reads	Meter read uploads from ITRON server to CC&B staging tables	FTP
New Meters	Creates new meters in CC&B for stock received from various vendors	Manual
New Item (ERTs)	Creates new ERT entries in CC&B for stock received from various vendors	Manual
Refund Check Details	Completed refund check processing details (check number, check issue date, and SAP transaction number) from SAP to CC&B.	FTP
Public Works Field Activity Completion	This process completes the field work records for the field activity that match CC&B with the input file.	Internal shared folder
Public Works Route Update	This ad hoc batch job will process the input .csv file containing new route information for PW service points and add a new effective dated SP char with the new route information.	This process completes the field work records for the field activity that match CC&B with the input file.

b. Outbound Files/Data

File	Description	Transfer Method
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Autopay	Recurring ACH download file from CC&B to JPMC for processing	FTP
Accounts Payable	Refund check requests initiated from CC&B to SAP.	FTP
Bill Extracts/Bill Print	Output file to Doxim for printing and/or presentment	FTP
General Ledger	General ledger extract from CC&B to SAP.	FTP
Letter Extracts	Output file to PDS for printing and/or presentment	FTP
MR Download	Meter read download of routes to be read from CC&B to MV-RS	FTP
Agency referral files	Collection agency files	FTP
Tokay – premise extract	Internal file needed for backflow program	FTP
Payment report	File needed for reporting purposes	Script
Payment exception report	File needed for reporting purposes	Script

c. System to System Interface

<b>System</b>	<b>Type</b>	<b>Description</b>	<b>Schedule</b>
Field Service Management – currently MWM	IWS (inbound web services)	Field Activities	24x7
ePortal	IWS	Accounts, Bills, etc.	24x7
IVR/CSP	IWS	Real-time web services (bi-directional) JPMC Payment.	24x7
Doxim	VPN tunnel	Print Bills/Letters	24x7
Cisco IVR	IWS	Real-time web services (bi-directional): Acct & Billing, PW Containers, PIN Retrieval, Customer Contact.	24x7
Cisco Finesse	URL to CC&B session	Screen Pop from CC&B	24x7

iNOVAH	IWS	Payments initiated at City owned pay station calls from iNOVAH to the CC&B Upload Staging Tables	24x7
Control M	Batch scheduler	End-of-day batch, 9-hour job	Batch-daily (21 billing days)
Microsoft CRM	Web Services	Retrieves information and writes back information	24x7

### 3.4. Service Approach Requirements

3.4.1. City Processes: The Contractor shall seek and understand the City’s methodologies, policies and procedures (example: Change management) in the conduct of their business and provide support in complete compliance of the same, including:

3.4.1.1. Information Technology Infrastructure Library (ITIL) / operations processes:

3.4.1.2. Incident Management

3.4.1.3 Release Management

3.4.1.4. Change Management

3.4.1.5. Problem Management

3.4.1.6. Service Request Management

3.4.1.7. Software Development Life Cycle (SDLC) / new development.

3.4.2. Communications: The Contractor must duly communicate with the City staff/business units on any and all issues identified, based on established timeframes, including:

3.4.2.1. Daily touchpoint to review activities in-flight.

3.4.2.2. Weekly written documentation of approvals and priorities.

3.4.2.3. Weekly status report summarizing at a minimum the following:

- a. Contractor support health
- b. Batch Performance
- c. Online Performance
- d. Application incidents
- e. Ongoing activities
- f. Completed tasks

- g. Potential improvement suggestions to log for review and approval
  - h. Prioritized list of in-progress and future work
  - i. Upcoming milestones and releases
  - j. Risk identification and mitigation plan
  - k. Action items and issues across different application areas.
- 3.4.2.4. Sponsor's meeting - written and presented in a meeting as directed by the timeframe of meetings. The Contractor's engagement status report will provide a summary of the following:
- a. Service Level Agreement (SLA's) and other key support metrics. These metrics will be designed to measure the effectiveness of the managed services engagement.
  - b. Contractor support progress and resolving critical issues.
  - c. Key upcoming objectives and projects.
  - d. capturing agreements and disagreements as well as items that need escalation.
  - e. Payments and invoices.
- 3.4.2.5. Executive sponsor's meeting – As directed by the timeframe of meetings. The Contractor's engagement status report will provide a summary of the following:
- a. Rollup of Service Level Agreement (SLA's) and other key support metrics (metrics will be designed to measure the effectiveness of the managed services engagement).
  - b. Escalated items requiring review (MS Support progress and resolving critical issues),
  - c. Key upcoming objectives and projects.
  - d. Possible changes to SLA's.
  - e. Managed Services support of strategic City goals.
  - f. Effect of City IT initiatives on Managed Services engagement.
  - g. effect of City policy and IT decisions on Managed Services engagement.
  - h. business impacts of Managed Services incidents.
- 3.4.2.6. Use of City Ticketing System
- a. Categorization, Configuration items and naming conventions will remain consistent to enable accurate reporting throughout the support lifecycle of CC&B regardless of which entity is providing the support.

- b. Contractor team members will each utilize a staff license. No sharing of accounts is allowed.
- c. All Tasks must be affiliated with a predecessor process, such as Service Request, Incident, Change, Problem or Release.
- d. City & Contractor will work together to configure the system to ensure information is properly logged so that Service Levels Metrics can be accurately reported.
- e. Once an issue is identified as an Incident, ticket system will be used for further processing, logging, tracking, closure, change and knowledge management etc. City Roles and Responsibilities.

#### 3.4.2.7. Transition Management

- a. The Contractor shall be engaged directly after contract execution. The new team shall be phased in as quickly as possible and shall work in conjunction with the existing support team. The City plans to facilitate an overlap between the current support team and the new team. This is the opportunity for knowledge transfer. The Contractor is solely responsible for working closely with the current team for knowledge transfer regarding the existing setup during this time.
- b. Upon expiration of the agreement, the Contractor shall participate in required transition and knowledge transfer activities to ensure a smooth transition and continuity of services.

### 3.5. Service Level Requirements

3.5.1. The Contractor shall adhere to the following City Standards for service delivery:

3.5.1.1. The CIS applications must be up and available 24/7/365 except City-approved maintenance windows, regardless of origin from where the service is being provided. Contractor will work with City staff to resolve issues by following the Support Service Level.

3.5.1.2. City holidays or weekends are considered off-hours for problem acknowledgment. Those holidays are:

- a. New Year's Day,
- b. Martin Luther King Jr. Day,
- c. President's Day,
- d. Cesar Chavez Day,
- e. Memorial Day,
- f. Juneteenth,
- g. Independence Day,

- h. Labor Day,
- i. Veteran's Day,
- j. Indigenous Peoples' Day,
- k. Thanksgiving Day,
- l. Day after Thanksgiving,
- m. Christmas Eve (when it falls on a weekday) and
- n. Christmas Day.

3.5.1.3 All times are based on Arizona/Phoenix time.

3.5.1.4. Service expectations for the CIS applications uptime/availability is 99.94% for the entire year, considering 24/7 service. This percentage translates to 8,754 hours / 45 minutes of uptime, based on 365 days in a contract year, and 5 hours / 15 minutes of allowable unscheduled downtime.

3.5.1.5. Expected performance times are as follows:

- a. Daily batch run under 11 hours.
- b. Report batch run under 2 hours.

3.5.1.6. Acknowledge problems within the time frames defined by each Severity Level. For the purposes of this SOW, the Severity Level definitions and their acknowledgment times are as follows:

- a. Severity Level 1: A defect causing one of the Vendor-supported components to be entirely inoperable, preventing the City from conducting their regular business activities. Severity Level 1 issues have no known workaround. The maximum initial acknowledgment time for Severity Level 1 defect is 15 minutes during business hours and 30 minutes outside business hours.
- b. Severity Level 2: A defect causing one of the Vendor-supported applications to operate in such an erroneous or unreliable manner that its continued use would cause significant damage to data or would be severely detrimental to the City's business operations. Severity Level 2 defects have no known workarounds and the City has determined that it must discontinue use of the Vendor- supported components or functional module of the Vendor-supported component. The maximum initial acknowledgment time for a Severity Level 2 defect is 15 minutes during business hours and 4 hours outside business hours.
- c. Severity Level 3: A defect which decreases system efficiency in a manner that does or could impact overall operational performance but would not prevent the use of the Vendor-supported component. Severity Level 3 defects may or may not have a workaround that can remain in place until a permanent solution is implemented. The



maximum initial acknowledgment time for a Severity Level 3 defect is 2 days.

- d. Response times: determined by City resources calling Contractor support line (See 3.7.3.1 Communications Process (“On-Call Support”).
- e. Contractor resources will either answer the call or respond within the required time to the call.

3.5.1.7. P1 Support. A P1 is technology term utilized throughout the City that is a declared technology issue by the City that requires immediate attention of the City due to the severity of the issue.

- a. P1 issues declared by the city are treated as a Severity Level 1 issue for response time purposes.
- b. The City may declare a P1 at its discretion and require Contractor support if it involves applications included in the Scope of Work.
- c. P1 examples may include a high volume of calls for the same issue; external customers experience a loss of service; there is a financial impact associated with the problem; or highly sensitive work.
- d. If requested by City, Contractor shall join a conference call within the required response time and participate in the call periodically until the P1 is resolved.
- e. At a minimum Contractor shall provide updates on tasks for which Contractor has been assigned related to the P1 hourly during business hours and at an agreed upon time during off-hours, until the P1 has been resolved
- f. P1 should be resolved within 60 minutes after acknowledgment, or technical stop-gap measures are put in place.
- g. For high severity (Level 1) which causes a high priority issue, Contractor shall complete assessment within 15 minutes during business hours and 30 minutes during off-hours and a conference bridge will be opened within 5 minutes of declaring a P1. Contractor shall participate in all P1 calls which affect the system. Updates shall be sent hourly during business hours and at an agreed upon time during off-hours, until the P1 has been resolved.
- h. The P1 shall be downgraded once one of the following is achieved:
  - 1. Problem is resolved;
  - 2. Technical workaround has been determined; and
  - 3. The portion of the problem is resolved that impacts external customers, financial or money handling processes, or applications used by external customers for transactions.

- i. The Contractor shall be responsible for providing and executing a plan to provide a permanent fix for P1 problems related to this Scope of Work.

### 3.6. Supported Application Requirements

3.6.1. The Contractor shall support existing interfaces, future interfaces and ancillary applications. The following are some of the supported applications:

3.6.1.1. **CC&B:** The City has Oracle's CC&B version 2.9 as its primary component of their CIS solution. CC&B was implemented as a multi departmental initiative between the Water Services, Public Works, Finance and Information Technology departments. The Contractor shall support this application fully (daily operations, break/fix and development of new features) together with its ancillary applications and processes.

Primary support is responsible and accountable.

Batch vendor is consulted and/or informed.

3.6.1.2. **Field Service Management (FSM):** The City currently uses Oracle's Mobile Workforce Management integrated with CC&B. The integration tool is Oracle's PIP. The Contractor shall support this application fully (daily operations, break/fix and development of new features and user support). This includes data and system interfaces to CC&B, map layer and any other supporting systems.

Primary support is responsible and accountable.

Batch vendor is consulted and/or informed.

3.6.1.3. **Customer Portal:** The City implemented SaaS ePortal from i3 Verticals. The Contractor shall support this application from the CC&B standpoint fully in the areas of system integration, troubleshooting and collaborative efforts. Adapters were imported as bundles to CC&B 2.9.

Primary support is responsible and accountable.

Batch vendor is consulted and/or informed.

3.6.1.4. **Bill Print:** The "Bill Print" process is integral to the City's CIS solution for printing and distributing the City services bills. The Contractor shall support the "Bill Print" process in terms of the data drop, as well as interfacing with the service provider for any support-related issues for seamless operations.

Primary support is responsible and accountable when developing new features. Batch vendor is consulted and/or informed when developing new features.

Batch vendor is responsible and accountable when running batch.

Primary support is consulted and/or informed when there are issues during batch. Primary will provide directions when there are batch issues.

- 3.6.1.5. **Itron:** This is the City's Contractor for the meter reading solution, which is integrated into the CIS platform. The Contractor shall support the integration with Itron.

Primary support is responsible and accountable when developing new features. Batch vendor is consulted and/or informed when developing new features.

Batch vendor is responsible and accountable when running batch. Primary support is consulted and/or informed when there are issues during batch.

Primary will provide directions when there are batch issues.

- 3.6.1.6. **Microsoft CRM:** This is the public-facing application where citizens retrieve CC&B information. CRM creates transactional record to CC&B.

Primary support is responsible and accountable

Batch vendor is consulted and/or informed

- 3.6.1.7. **iNovah:** The City's CIS solution interfaces with the enterprise revenue management solution iNovah. The Contractor shall support the interface with iNovah.

Primary support is responsible and accountable.

Batch vendor is consulted and/or informed.

- 3.6.1.8. **Batch items:** The City's CIS solution has several components and mission critical business processes which are executed and accomplished by batch processes scheduled throughout the day. The Contractor must understand these batch processes and their role in calculating billing metrics (among the many processes employed by the City), in order to support, maintain, and troubles hoot them on demand, with minimal impact to the overall operations. Some examples are:

- a. Winter averages
- b. Type user averages
- c. End of Day batch
- d. End of Day reporting

Primary support is responsible and accountable when developing new features. Batch vendor is consulted and/or informed when developing new features.

Batch vendor is responsible and accountable when running batch. Primary support is consulted and/or informed when there are issues during batch. Primary will provide directions when there are batch issues.

3.6.2. The Contractor shall support the following on a 24/7/365 basis:

3.6.2.1. **Testing:** The Contractor shall be responsible for smoke testing, unit testing, interface testing, and regression testing. The City shall be responsible for business process and end-to-end testing including integration testing and User Acceptance Testing (UAT).

Primary support is responsible and accountable

Batch vendor is consulted and/or informed

3.6.2.2. **System Development:** The contractor will develop the software using industry-standard procedures. The contractor will provide a draft functional specification for the proposed software including a description of data queries, user interfaces and any statistical procedures to be used in the software. The contractor will provide a proposed testing plan prior to software installation. The testing will be performed by the City in consultation with the contractor. Any noted deficiencies will be corrected prior to final installation.

Primary support is responsible and accountable.

Batch vendor is consulted and/or informed.

3.6.2.3. **Information Lifecycle Management:** Contractor shall provide a strategy for information lifecycle management within CC&B.

Primary support is responsible and accountable.

Batch vendor is consulted and/or informed.

3.6.2.4. **Configuration:** The Contractor must have expertise and implement advanced configuration within the framework of the software and shall provide best-practices on how to configure the system for optimum results within the framework.

Primary support is responsible and accountable.

Batch vendor is consulted and/or informed.

3.6.2.5. **Reporting:** The Contractor must be highly proficient with generating standard and ad-hoc CC&B reports on a scheduled/on-demand basis and must be skilled in troubleshooting, maintaining and developing reports and dashboards. Contractor shall support near-real time dashboards and point in time reports. Reports are used to support operations and financial reconciliation.

Primary support is responsible and accountable.

Batch vendor is consulted and/or informed.

3.6.2.6. **Infrastructure:** The City's CC&B solution is currently on Oracle's WebLogic installed in UCS servers. While the platform support is largely provided by the City's internal/other resources, the Contractor shall have sound knowledge on supporting a CC&B solution on an ExaCC platform, UCS servers and shall work very closely with the City's resources during any of the component's upgrade or maintenance.

Primary support is responsible and accountable.

Batch vendor is consulted and/or informed.

3.6.2.7. **Patching:** The Contractor shall patch the CIS solution and all its sub-components (software only) including any middleware layers involved by coordinating with the City. The patch level of any component must be deployed before the next release unless deemed otherwise by City.

Primary support is responsible and accountable.

Batch vendor is consulted and/or informed.

3.6.2.8. **System Interfaces:** The Contractor shall develop and support existing and future system interfaces to the CC&B and ancillary applications. The Contractor must understand the interfaces and provide support in a manner that the integrity of the entire interface is secure. The solutions provided by the Contractor should be within the framework and must be duly documented.

Primary support is responsible and accountable.

Batch vendor is consulted and/or informed.

3.6.2.9. **Data Interfaces:** The Contractor shall support all data interfaces for existing and planned future implementations.

Primary support is responsible and accountable.

Batch vendor is consulted and/or informed.

3.6.2.10. **Application Uptime:** Contractor shall make sure that the City's CC&B solution is available with at least 99.94% during operational hours. (See Service Levels section for additional information).

Primary support is responsible and accountable.

Batch vendor is consulted and/or informed.

3.6.2.11. **Business continuity support:** The Contractor will suggest a solution for continuous business operations (Business continuity) and work with City resources to implement and support. City is responsible for business continuity and disaster recovery infrastructure.

Primary support is responsible and accountable.

Batch vendor is consulted and/or informed.

3.6.2.12. **Online Configuration (As-Is):** The Contractor and their staff must learn the current solution's as-is configurations and standards, and provide support and solutions which follow the same framework.

Primary support is responsible and accountable.

Batch vendor is consulted and/or informed.

3.6.2.13. **Configuration (To-Be) changes:** The Contractor shall provide changes to the CIS solution's configuration when necessary. The Contractor shall follow the City's change management process for such changes.

Primary support is responsible and accountable.

Batch vendor is consulted and/or informed.

3.6.2.14. **ScaleScan:** This is an application used in scale houses by scale clerks to verify residential customers. This system is developed and supported in-house and is integral to the daily operations of Solid Waste services. ScaleScan is being rebuilt next year. The Contractor shall be responsible for the ETL (Extract, Transform, Load) processes from Oracle databases to SQL databases.

Primary support is responsible and accountable.

Batch vendor is consulted and/or informed.

3.6.2.15. **Barrel Crew:** Barrel Crew system manages the deployment, maintenance, and tracking of various container sizes, including 90-, 65-, and 300-gallon barrels. This project is going to be retooled for a new cloud-based routing tool. The application will be developed and supported in-house. The Contractor shall support data integration, including establishing and maintaining a cloud data connection to facilitate routing tasks. The Contractor is responsible for extracting data from Oracle databases and transferring it into SQL databases.

Primary support is responsible and accountable.

Batch vendor is consulted and/or informed.

3.6.2.16. **Rubicon:** Rubicon is a routing service used for optimizing service stops for field crews. Data is pulled from CC&B, processed through Rubicon, and then integrated into our SQL databases and custom field applications. The primary support for Rubicon will be provided by the vendor that owns it. The Contractor shall support Rubicon in areas of system integration, troubleshooting, and collaborative efforts as needed. Specifically, the Contractor will focus on ensuring the integration of Rubicon with the other systems mentioned above. No direct daily operational support or break/fix responsibilities are expected from the Contractor for this system.

Primary support is responsible and accountable.

Batch vendor is consulted and/or informed.

3.6.2.17. **Break-fix Maintenance:** The Contractor must complete all urgent break-fix maintenance (as determined by the City) during an agreed-upon scheduled maintenance window. Maintenance may consist of, but not be limited to, data and system cleanups, solid-state drive or disk drive optimization, or any type of work needed to ensure the CIS is working at an optimum level to the City's satisfaction. Any break-fix maintenance or repairs that would cause the City to incur system downtime must be performed during either non-business hours, during off-peak hours, or at the sole discretion of the City, and will be scheduled as agreed-to by both parties. All changes shall be duly documented by the Contractor for the purposes of knowledge management and knowledge transfer.

Primary support is responsible and accountable.

Batch vendor is consulted and/or informed.

3.6.3. Contractors will work with City staff to report CIS issues to Oracle. City will manage escalation process with Oracle.

3.6.4. Contractors are responsible and accountable for building and maintaining sufficient non-production environments (business continuity and test environments) provided City provides the required hardware and technical infrastructure. User acceptance environments will be similar to production infrastructure.

## 3.7. Support Component Requirements

### 3.7.1. Ticket Management

3.7.1.1. The City's ticketing system shall track all support work. All City and Contractor personnel should have the needed access to the application to create, update, approve, and complete Remedy Force tasks per the provided support processes.

3.7.1.2. The Contractor will be set up in a Queue in Remedy Force, with the following specific Oracle Utility Support information, whose setup attributes are as shown:

a. Service: The Contractor - Oracle Utilities Support

b. Ticket Attributes

1. Incident/Services Request (SR) Type (Category)
2. Operations
3. Defect
4. Enhancement
5. User Support
6. Testing Support
7. Application

8. Severity (Impact)
  9. Priority
  10. Team Foundation Server Id
  11. Oracle SR Id
- c. Objects to be used:
1. Incidents/Service Request Tickets
  2. Problem – rollup of tickets
  3. Tasks – work to be performed for a Ticket or Release
  4. Release – defines the objects to move into production
  5. Change Request – the request to move objects into production that needs to be approved

### 3.7.2. Change Advisory Board (CAB)

- 3.7.2.1. The Contractor shall participate as a member of the Citywide CAB. The purpose of the CAB is to communicate changes to the City computing environment to enable stakeholders to assess any potential impacts. Contractor shall be responsible for informing CAB of all changes that will impact CIS environment. The contractor should also be available for testing and be responsible for damages if the change causes a CC&B outage that impacts the City's ability to accept revenue.

### 3.7.3. Managed Services Support Processes

#### 3.7.3.1. Communications Process (“On-Call Support”)

- a. The Contractor shall provide 24/7/365 on-call support for the City via a local Phoenix number. This number shall be monitored by the Managed Services Team during normal business hours, with acknowledgment times of 15 minutes or less. After-hour acknowledgment times must be 30 minutes or less. City staff may use this line to report any issues amongst other modes of communication, such as Email, Text, Remedy Force etc.
- b. Additionally, the City has an automated P1 notification system. When the City has a P1 incident, all applicable parties are notified to join a conference call to triage/troubleshoot or update. This system will call the Contractor's On-Call Support phone line and the Contractor's primary support contact. The Contractor shall be a member of the P1 team which includes other technical application experts. The Contractor shall follow the P1 process and participate on the calls affecting the applications for which they are responsible. The Contractor shall also be responsible for ensuring the RCA (Root Cause Analysis) is complete



and accurate and the P1 is closed within 7 business days from RCA identification.

#### 3.7.3.2. Service Delivery Processes

- a. The key ITIL Support processes will be based on the City Remedy Force processes already in place then potentially refined to meet the Oracle Utilities applications specific needs.

### **3.8. Managed Service Governance**

#### 3.8.1. Management and Escalation

- 3.8.1.1 All day-to-day operations will be the responsibility of the Water Services Department designated representatives, Water Services Deputy Directors (customer service and meter divisions), Finance Department designated representative, Public Works Deputy Director, Water Services IT Applications Manager, the Contractor's delivery manager, the Contractor's functional architect, and the Contractor's system admin.
- 3.8.1.2 Any items that cannot be resolved by these individuals or require additional input will be escalated to the Contractor's Engagement Partner for the said CIS solution, and designated representatives from the City's Water, Finance, and ITS departments.
- 3.8.1.3 As needed further escalations can be made to the Contractor's Service Quality Executive, City CIO and Department directors.
- 3.8.1.4 The City will provide the people that will fill these governance roles.
- 3.8.1.5 Periodic Communication
  - a. The Contractor will provide periodic reports and conduct standing meetings with the City to ensure timely and consistent communication to the City. This will also be an opportunity for the City to provide feedback and make additional requests. All meetings will include both a physical meeting location as well as a conference call line for remote users to join. Communications to the city will include, but not limited to system health/uptime, contractor operational service requests and other key metrics involved in a successful managed services engagement.

### **3.9. Contractor Key Personnel Qualifications, Roles and Responsibilities**

- 3.9.1. Provide staffing levels to comply with the Service Level Agreement outlined in paragraph 3.5 above.
- 3.9.2. Provide staff who reside within the United States of America, with at least 2 core team leads on-call 24/7/365.
- 3.9.3. Provide a staff member to be the point of contact for all communication with the City.

- 3.9.4. Be fully responsible for supporting the work outlined in this scope of work.
- 3.9.5. Provide dedicated resources who can fill roles and services as follows:
  - 3.9.5.1. Change Management Services (Primary support)
  - 3.9.5.2. Delivery Manager (Primary and batch support)
  - 3.9.5.3. Application and System Administrator (Primary support)
  - 3.9.5.4. Technical Architect (Primary support)
  - 3.9.5.5. Functional Architect (Primary and batch support)
  - 3.9.5.6. System Interface Architect / Developer (Primary support)
  - 3.9.5.7. Designer / Developer (Primary support)
  - 3.9.5.8. Batch Operators (Batch support)
  - 3.9.5.9. Business intelligence developer (Primary and batch support)
  - 3.9.5.9. Quality Assurance Services (Primary Support)
- 3.9.6. At a minimum ensure staff availability during 8am through 5pm (Arizona Local Time). This excludes batch operators.
- 3.9.7. Obtain Prior City approval (via written Contractor request and City response) before staffing changes can occur. The Contractor shall provide the City with a minimum of sixty (60) day written notice whenever possible and shall provide the qualifications of new staff.
- 3.9.8. Provide dedicated resources who can fill roles and services as follows:
  - 3.9.8.1. **Functional Architect**
    - a. Desired Experience:
      - 1. Five years of hands-on experience with a major utility CIS, with at least three years of experience in CC&B
      - 2. Hands on experience with Oracle Utilities Application Framework (OUAF) including configuration tools.
      - 3. Contribute to the development of IT strategies and roadmaps.
      - 4. Identify opportunities for system improvements and optimizations.
      - 5. Strong background in utilities, with preference given to water utilities.
      - 6. Four years of experience as a Business, Systems, or Technical Analyst with functional roles and responsibilities.
      - 7. Experience defining and documenting business processes for utility CIS functional areas, such as billing, payments, rates, credit & collections, field work, meters, etc.

8. Demonstrated knowledge of industry best practices and an ability to apply best practices to multiple projects.
9. Strong SQL/SQL\*Plus knowledge; ability to develop complex database queries.
10. Oracle Customer Care & Billing Specialization Certification.

b. Task/Responsibilities:

1. Evaluate emerging technologies and trends for informed strategic decisions.
2. Gather, analyze, and translate business requirements into functional requirements.
3. Provide technical guidance and oversight to development teams.
4. Design end-to-end solutions that meet business objectives while ensuring technical feasibility.
5. Champion efficient and optimal solutions in CC&B.
6. Participate in full cycle of project implementation activities, such as business requirements gathering, solution design development, configuration & customization, system documentation, functional testing & cutover.
7. Stay current on customer, industry and information technology trends.
8. Industry-wide understanding of technology, tools, methodologies & guidelines to develop solutions in critical situations.
9. Conduct code and design reviews to ensure adherence development best practices within the CC&B framework.
10. Application troubleshooting.
11. Verify configuration changes.
12. Develop and implement billing rate structures.
13. Perform configuration changes to the CC&B system as business requires.

**3.9.8.2. Technical Architect**

a. Desired Experience:

1. Oracle CC&B – technical architecture implementation and upgrade experience.
2. Five years of direct experience in CC&B as Technical Architect for projects and or for managed services role.

3. Strong conceptual and hands-on knowledge of the CC&B 2.8 or higher and the overall data model.
  4. Five years of experience with the Utility industry, preferably with some experience in the water industry.
  5. Strong knowledge of the fit of the CC&B data model, utility templates, and general functionality to the client's business needs.
  6. Strong understanding of the details of how to design, configure, and code successfully for CC&B suite.
  7. Experience working with Oracle Application Integration Architecture; SOA and Weblogics Application Server.
  8. Working knowledge of database backup/restore methodologies.
  9. Working knowledge of best practice/formal methodologies for CC&B system implementation.
  10. Five years of experience as a DBA or equivalent experience.
- b. Task/Responsibilities:
1. Ensure 24/7 uptime for CC&B environment.
  2. Provide senior technical leadership, guidance, and support in the design of the CC&B environment.
  3. Review/monitor application server and database server performance.
  4. Provide support for development/test/training environments.
  5. Provide support for production environments.
  6. Provide maintenance, monitoring, patching, and troubleshooting for CC&B and associated environments.
  7. Act as first point of contact for hosting provider; liaison between DPU and hosting.
  8. Create service requests with vendors to assist with troubleshooting their applications.
  9. Manage environments to optimize CC&B performance.
  10. Manage databases, to include, troubleshooting and performance tuning for CC&B environments.
  11. Manage database instance configurations for CC&B environments.
  12. Provide DR plans and procedure and test yearly.
  13. Configure monitoring for system and network monitoring agents.

14. Manage development and deployment of complex CC&B applications.
15. Designs and develops data cleansing and update scripts.
16. Interprets business requirements and translates them into technical requirements.
17. Archiving/Purging.

#### **3.9.8.3. System Interface Architect Developer**

##### **a. Desired Experience**

1. Five years of hands-on experience with a major utility CIS, with three years of experience with CC&B.
2. Hands on experience with XML/XAI web services including configuration tools.
3. Familiar with product architecture, data model and Oracle Utilities Application

##### **b. Task/Responsibilities**

1. Provide design and development of various kinds of interfaces between CC&B and allied systems.
2. Provide mapping and documentation of system architecture
3. Provide proof of concept for new implementations/changes.
4. Have strong understanding of the CIS architecture and industry best practices.
5. Have strong understanding of Security (SSH, SFTP, HTTPS, PCI, PII etc.)
6. Have strong understanding of Single Sign On.
7. Have strong understanding of Encryption
8. Have strong understanding of Storage

#### **3.9.8.4. Designer/Developer**

##### **a. Desired Experience at minimum includes the following:**

1. Strong technical skill with five years of hands-on experience in Oracle Utilities Customer Care and Billing (CC&B) 2.8 and above.
2. Advanced knowledge in COBOL, Java and Oracle Database.
3. Good knowledge of OUAF (Oracle Utilities Application Framework).

4. Experience in supporting operations and/or CC&B implementation through analysis, configuration and troubleshooting issues.
  5. Strong knowledge of CC&B data model.
  6. Ability to write SQL queries against audit and configuration tables in CC&B.
  7. Knowledgeable in at least one full scale implementation of CC&B.
  8. The candidate is expected to produce high level estimates and detailed design documentation with details of configuration and customization within predefined timeframes.
- b. Task and Responsibilities at a minimum include the following
1. Manage design and development of software specification, code implementation, and unit/system testing.
  2. Maintain and enhance the current CC&B billing system and lead interface development effort implementing technical solutions to meet business requirements.
  3. Create and maintain functional and technical design documents.
  4. Solve complex design issues.
  5. Manage key integration points between CC&B and stakeholder applications.
  6. Design full-scale solutions using out-of-box functionality.
  7. Develop strategies for customized data, configuration, and application solutions.
  8. Test plan development, documentation and execution of design solutions.
  9. Develop and manage application and business process flows for design solutions.
  10. Analysis of business and technical needs.
  11. Review of Quality Assurance Test plans.
  12. Provide documentation and client technical training as required.
  13. Work collaboratively with business analysts, business functional leads, CC&B operations support staff, and the CC&B architecture.

#### **3.9.8.5. Application and System Administrator**

a. Desired Experience:

1. Three years of previous experience supporting Oracle Customer Care and Billing (CC&B) 2.8 or higher including development,

operational support, testing and integration (both batch and online).

2. Working knowledge of the UNIX operating system.
3. Experience with Oracle 11g/12c.
4. Working knowledge of XML/XAI interfaces.
5. Strong Java/UNIX scripting and PL/SQL programming skills.
6. Experience working with Oracle Application Integration Architecture; SOA and Weblogics Application Server.
7. Have strong IT fault finding, problem solving and issue resolution skills.

b. Task/Responsibilities:

1. Support/troubleshoot Production and Non-Production CC&B environments.
2. Installation, configuration, deployment upgrading, patching, system monitoring, performance analysis and tuning.
3. Support of the interfaces using the following technologies: Unix scripting, Java, and PL/SQL.
4. Coordinate with the Network Team, Hosting Team, Database Team and Web Team in the support of CC&B and related systems.
5. Lead in the troubleshooting and resolution of issues and problems; tracking and driving resolution of vendor deliverables and SR tickets.
6. Ensure 24/7 uptime for environment.
7. Support and maintain daily business processes executed in CC&B.
8. Act as first point of contact for hosting provider; liaison between DPU and hosting.
9. Provide on call support for production environments.
10. Work with hosting vendor to resolve issues.
11. Act as system administrator for Linux environments.

**3.9.8.6. Quality Assurance Services**

a. Desired Experience:

1. Contractor's designated Quality Assurance and Quality Control personnel shall have ten (10) years or more related experience managing quality assurance / quality control aspects of

programs/projects similar in size, scope and complexity to this program.

2. Must possess a current certification of one (1) of the following: Certified Quality Engineer, Certified Six Sigma Black Belt, Certified Quality Manager, Certified Software Quality Engineer.

b. Task/Responsibilities:

1. Provide quality assurance/quality control oversight and guidance for the entire system.
2. The Contractor shall define and execute quality assurance (QA) and quality control (QC) processes for the program.
3. Develop a Quality Assurance Plan for the system in which quality audits and reviews are conducted at planned intervals. The Quality Assurance Plan shall, at a minimum, account for the following:
4. Schedule quality audits with formal reporting as part of the monthly status report process to the City for the entire Program and program teams to ensure that all program requirements are satisfactorily fulfilled. Contents and format of the monthly status report must be defined in the Proposer's submittal. The status report must include, new issues, proposed resolutions, status of activities, completed tasks, active tasks, performance against the schedule, risks, mitigation strategies, resource requirements and usage.
5. The QA Manager shall monitor the change control process and review program scope change requests to minimize scope changes, identify out-of-scope activities and oversee assessment & approval of changes.
6. The QA Manager shall monitor program budgets and expenditures by period & program.
7. The QA manager will assist in the monitoring of program activities and their progress in relation to the program baseline. For each primary activity this will include the tracking planned completion date and the projected end date; the status of project milestones with the identification of pending, past due, and critical path milestones; and, the status of financial milestones.
8. The QA manager will assist in the identification of risk areas which may impact the program timeframe, program budget, system functionality, or other program components as identified.
9. The QA Manager will review and comment on specific program deliverables as directed by the City. This may include but is not limited to the detailed project work program, business process documentation, functional specifications for interfaces and



modifications, unit test plans, training plans, conversion plans, system test plan, system test results, bill print format, acceptance test plan, acceptance test results, and other deliverables as identified.

10. Ensure synchronization of different hardware and systems for efficient performance of the overall CIS.
11. Creation and Testing of all Use Cases and UAT Test Cases.
12. Develop and monitor measures to determine success of program.

#### **3.9.8.7. Change Management Services**

a. Desired experience:

1. Contractor resource shall have a ten (10) years or more related experience managing change management aspects of programs/projects similar in size, scope and complexity to this program.

b. Task/Responsibilities:

1. Contractor shall support standard change management controls in accordance with the City's change management practices, policies, and procedures.
2. Contractor will develop a Change Management Plan that identifies organization and project goals, objectives, current "As Is" systems and business processes, business requirements, "To Be" systems and processes, gaps between "As Is" and "To Be" systems and processes, and actions to address organization change to achieve the "To Be" state.
3. Lead effort to analyze, improve and update the City's business processes related to and affected by the CIS solution
4. Conduct a training needs assessment for all business areas and staff affected by the CIS solution and
5. and deliver training curriculum for business processes, procedures and technical aspects of the new and updated CIS solution

#### **3.9.8.8. Batch Operations**

a. Desired Experience:

1. At least 2 years of batch experience
2. Good written communications skills

b. Task/Responsibilities:

1. Maintain and execute CC&B Batch schedule.

2. Monitor CC&B batch execution.
3. Use Control M to run batch
4. Manually execute critical batch jobs if needed.
5. Provide a daily summary of batch performance which includes issues that came up
6. Provide the next activities for the batch team
7. Create and/maintain a batch run sheet.
8. Create and/maintain the documentation of batch monitoring procedures.
9. Create and/maintain the documentation of the notification and escalation procedure for error conditions.
10. Batch remediation including but not limited to restoring files, re-running jobs, skipping the job, and running alternate jobs.
11. Monitor batch jobs according to procedures.
12. Report on batch errors daily.
13. Provide root cause analysis for problems.
14. Provide solutions and recommendations for fixing issues.
15. Schedule batch jobs with proper approval.
16. Restart failed jobs due to technical reasons.
17. Ensure receipt, transfer, and archival of files generated/needed internally and by third party vendors.

#### **3.9.8.9. Delivery Manager**

a. Desired Experience:

1. Contractor resource shall have a ten (10) years or more related experience of programs/projects similar in size, scope and complexity to this program.

b. Task/Responsibilities

1. Team Leadership
2. Motivation and Support
3. Capacity Planning
4. Stakeholder Management
5. Expectation Management

6. Reporting and Updates
7. Process Optimization
8. Managing Relationships
9. Issue Resolution
10. Compliance and Governance

**3.9.8.10. Business Intelligence Developer / Report Writer**

a. Desired Experience:

1. Contractor resource shall have ten (10) years or more related experience of programs/projects similar in size, scope and complexity to this program.

b. Task/Responsibilities:

1. Performance Tuning and Optimization
2. Troubleshooting and Maintenance
3. Data Sourcing by identifying and gathering data from multiple sources, such as databases, tables and APIs
4. Data Quality Assurance
5. Data Loading and Integration
6. Prepare code for City's ETL (Extract, Transform, Load) processes

**3.9.8.11. Other Potential Roles that may be required by the City of Phoenix throughout the duration of the services may include the following:**

- a. SQL Developer Java Developer
- b. OBIEE Reports Developer
- c. Network Analysts Network Administrator
- d. Operating System Engineer (Oracle Linux)
- e. AMR Engineer (Itron)
- f. CC&B Bill Print Engineer
- g. Control M Developer/Engineer
- h. Desktop Engineer

## **3.10 Security Requirements**

- 3.10.1 Adhere to COPs Security Standards outlined in Exhibit A.

- 3.10.2 Undergo a Security Assessment Review to ensure compliance with COP security requirements.
- 3.10.3 Coordinate with COPs Security team during the Security Assessment Review effort.
- 3.10.4 Comply with the Data Protection requirements outlined in Section 6.44 of the Special Terms and Conditions.
- 3.10.5 Provide a System Security Plan describing the Contractor's approach to ensure the proposed solution (including all network components under the control of the Contractor, either by ownership or through contractual agreements during the engagement and for any ongoing support thereafter) meets the security standards required by COP. At a minimum, the developed plans shall contain the following:
  - 3.10.5.1 Details of the managerial, technical, and operational controls, documenting the current level of security implemented within the system and how the Contractor shall meet the security controls and requirements specified by federal and state information security policies and standards.
  - 3.10.5.2 A description of the Contractor's security policies. Where possible, the IM Contractor shall provide copies of these security documents.
  - 3.10.5.3 A description of the Contractor's information security organization including:
    - a. Organizational chart.
    - b. Named Chief Security Officer.
    - c. Allocation of information security responsibility.
    - d. Use of confidentiality agreements (if any). List of information security organizations the Contractor belongs to.
    - e. How the information security organization is independently reviewed or audited.
    - f. How assets are managed including how the Contractor determines and classifies different levels of information.
    - g. Policies on documentation of operating procedures, change management, segregation of duties, third party service providers, protection against malicious code, back-up, network security, media handling, and event/log monitoring, and how each part shall be used.
    - h. Access control policies, including policies for operating system access, computer room access, network access, its password management system(s), and its mobile computing policies, and how each part shall be used.

- i. How the Contractor validates data, uses cryptography, protects source code, inspects source code for potential security defects, and manages outsourced software development (if any), and how this shall be applied and used.
- j. How the Contractor manages and investigates information security incidents and how it uses information from security incidents to modify or improve its security practices.

### **3.11 City Roles and Responsibilities**

3.11.1. Based on priority and availability, City resources will assist the Contractor when requested with production support work. The City will provide following resources as needed:

3.11.1. Functional Resource

3.12.2. Lead Business Systems Analyst

3.13.3. Database Administrator (DBA)

3.14.4. Virtual-Machine (VM) Engineer

3.15.5. Networking Engineer

3.16.6. Identity Manager (Accounts/Users)

3.17.7. Business testing resources

3.18.8. Business process resources

3.11.2. City staff will provide user acceptance, database administration, virtual server support, identity management and client computing.

## 4. Standard Terms and Conditions

### 4.1. Definition of Key Words Used in the Solicitation

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

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

**May:** Indicates something that is not mandatory but permissible.

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

"A.R.S." Arizona Revised Statute

"Buyer" or "Procurement Officer" City of Phoenix staff person responsible for the solicitation. The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.

"City" The City of Phoenix

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

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

"Days" Means calendar days unless otherwise specified.

"Chief Procurement Officer" The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.

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

"Offer" Means a response from a Supplier, Contractor, or Service Provider to a solicitation request that, if awarded, binds the Supplier, Contractor, or Service Provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.

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

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

“Suppliers” Firms, entities or individuals furnishing goods or services to the City.

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

## 4.2. Contract Interpretation

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

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

#### 4.3. Contract Administration and Operation

- A. **Records:** All books, accounts, reports, files and other records relating to the contract will be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City. Confidentiality will be maintained, and City will not violate any proprietary or other confidentiality agreements Contractor has in place.
- B. **Discrimination Prohibited:** Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended. Any Contractor, in performing under this contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier/lessee.
- C. **Equal Employment Opportunity and Pay:** In order to do business with the City, Contractor must comply with Phoenix City Code, 1969, Chapter 18, Article V, as



amended, Equal Employment Opportunity Requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

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

3. **Documentation:** Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.
  4. **Monitoring:** The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.
- D. **Legal Worker Requirements:** The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:
1. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.
  2. A breach of a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
  3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.
- E. **Health, Environmental, and Safety Requirements:** The Contractor's products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City. At the request of City representatives, the Contractor will provide the City:
1. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract.
  2. A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.
  3. The City will have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City will also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement. The City further reserves the right to make unannounced inspections of the Contractor's facilities (during normal business hours).
- F. **Compliance with Laws:** Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances

when performing under this Contract regardless of whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance. Because the contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts.

- G. **Lawful Presence Requirement:** Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.
- H. **Continuation During Disputes:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.
- I. **Emergency Purchases:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

#### 4.4. Governing Law; Forum; Venue

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

#### 4.5. Audit/Records

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

#### 4.6. Independent Contractor Status; Employment Disclaimer

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

#### 4.7. Costs and Payments

- A. **General:** Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received. The City will make every effort to process payment for the purchase of material or services within thirty to forty-five calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.
- B. **Payment Deduction Offset Provision:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.
- C. **Late Submission of Claim by Contractor:** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.
- D. **Discounts:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
- E. **No Advance Payments:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the Scope of work for subscription services.
- F. **Fund appropriation Contingency.** The Contractor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and

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

- G. **Maximum Prices:** The City will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.
- H. **IRS W9 Form.** In order to receive payment, the Consultant shall have a current IRS W-9 form on file with the City of Phoenix. The form can be downloaded at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

#### 4.8. Contract Changes

- A. **Contract Amendments:** Contracts will be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.
- B. **Assignment - Delegation:** No right or interest in this contract nor monies due hereunder will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor will be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.
- C. **Non-Exclusive Contract:** Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source when necessary.

#### 4.9. Risk of Loss and Liability

- A. **Title and Risk of Loss:** The title and risk of loss of material or service will not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.

- B. **Acceptance:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.
- C. **Force Majeure:** Except for payment of sums due, neither party will be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. If either party is delayed at any time in the progress of the work by force majeure, the delayed party will notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the causes of such delay in such notice. Such notice will be hand-delivered or mailed certified-return receipt and will make a specific reference to this provision, thereby invoking its provisions. The delayed party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.
- D. **Loss of Materials:** The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the City.
- E. **Contract Performance:** Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in this Agreement. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor. The Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance, unless a different amount of time is specified in the agreement. In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to its satisfaction and will deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.
- F. **Damage to City Property:** Contractor will perform all work so that no damage to the building or grounds results. Contractor will repair any damage caused to the satisfaction of the City at no cost to the City. Contractor will take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor will

repair and finish to match existing material as approved by the City at Contractor's expense.

#### 4.10. City's Contractual Rights

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

- A. **Non-Exclusive Remedies:** The rights and remedies of the City under this Contract are non-exclusive.
- B. **Default in One Installment to Constitute Breach:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.
- C. **On Time Delivery:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.
- D. **Default:** In case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the Solicitation and/or Performance Bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- E. **Covenant Against Contingent Fees:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.
- F. **Cost Justification:** In the event only one response is received, the City may require that the Contractor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the Offer price is fair and reasonable.
- G. **Work Product, Equipment, and Materials:** All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees to assign to City all rights and interests Contractor may have in materials prepared under this

contract that are “works for hire” within the meaning of the copyright laws of the United States, including any right to derivative use of the material.

#### 4.11. Contract Termination

- A. **Gratuities:** The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- B. **Conditions and Causes for Termination:**
1. This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty-day written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City will be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.
  2. Immediately upon receiving a written notice to terminate or suspend Services, Contractor will:
    - Discontinue advancing the work in progress, or such part that is described in the notice.
    - Deliver to the City all collected raw data, draft reports, preliminary reports, working papers, estimates and forecasts entirely or partially completed, together with all unused materials supplied by the City.
    - Appraise the work it has completed and submit its appraisal to the City for evaluation.
    - Be paid in full the pro rata value for services performed to the date of its receipt of the Notice of Termination, including reimbursement for all reasonable costs and expenses incurred by Contractor in terminating the work, including demobilization of field service. No payment will be made for loss of anticipated profits or unperformed services.
  3. The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The



City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

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

C. **Final Payment:** The City shall make final payment for all Services performed and accepted within sixty (60) days after Contractor has delivered to the City any final progress reports, documentation, materials and evidence of costs and disbursement as required under this Agreement.

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

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

#### 4.12. Integration

This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings, agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by any party hereto which is not embodied in this Agreement, and no party will be bound by or liable for any statement of intention not so set forth.

#### 4.13. Conflicts of Interest

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

#### 4.14. Waiver of Claims for Anticipated Profits

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

#### 4.15. State and Local Transaction Privilege Taxes

In accordance with applicable state and local law, transaction privilege taxes may be applicable to this transaction. The state and local transaction privilege (sales) tax burden and legal liability to remit taxes are on the Contractor that is conducting business in Arizona and the City of Phoenix. Any failure by the Contractor to collect applicable taxes from the City will not relieve the Contractor from its obligation to remit taxes. It is the responsibility of the prospective bidder to determine any applicable taxes. The City will look at the price or offer submitted and will not deduct, add or alter pricing based on speculation or application of any taxes, nor will the City provide advice or guidance. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting your Offer. You may also find information at <https://www.phoenix.gov/finance/plt> or <https://www.azdor.gov/Business>. Once your Offer is submitted, the Offer is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability. If the City finds over payment of a project due to tax consideration that was not due, the Contractor will be liable to the City for that amount, and by contracting with the

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

#### **4.16. Tax Indemnification**

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

#### **4.17. Tax Responsibility Qualification**

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

#### **4.18. No Israel Boycott**

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

#### **4.19. No Forced Labor of Ethnic Uyghurs**

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

any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

#### 4.20. Advertising

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

#### 4.21. Strict Performance

Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract, or by law, will not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

#### 4.22. Authorized Changes

The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment will be deemed waived unless asserted in writing within sixty days from the receipt of the change. Price increases or extensions of delivery time will not be binding on the City unless evidenced in writing and approved by the Chief Procurement Officer prior to the institution of the change.

#### 4.23. Claims or Demands Against the City

- A. Contractor acknowledges and accepts the provisions of Chapter 18, Section 14 of the Charter of the City of Phoenix, pertaining to claims or demands against the City, including provisions therein for set-off of indebtedness to the City against demands on the City, and Contractor agrees to adhere to the prescribed procedure for presentation of claims and demands. Nothing in Chapter 18, Section 14 of the Charter of the City of Phoenix alters, amends or modifies the supplemental and complementary requirements of the State of Arizona Notice of Claim statutes, Arizona Revised Statutes §§ 12-821 and 12-821.01, pertaining to claims or demands against the City. If for any reason it is determined that the City Charter and state law conflict, then state law will control.
- B. Moreover, nothing in this Agreement will constitute a dispute resolution process, an administrative claims process, or contractual term as used in Arizona Revised Statutes § 12-821.01(C), sufficient to affect the date on which the cause of action accrues within Arizona Revised Statutes § 12-821.01(A) and (B).

#### 4.24. No Third-Party Beneficiaries

The parties expressly agree that this Agreement is not intended by any of its provisions to create any right of the public or any member thereof as a third-party beneficiary nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

#### 4.25. Contractor Requirements for the Mitigation of Heat-Related Illnesses and Injuries in the Workplace

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

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

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

## 5. Special Terms and Conditions

### 5.1. Term of Contract

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

### 5.2. Price

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

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

### 5.3. Method of Ordering

Contractor shall deliver items and/or services only upon receipt of a written purchase order. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.

### 5.4. Method of Invoicing

Invoice must be emailed in .pdf format to [invoices@phoenix.gov](mailto:invoices@phoenix.gov) and must include the following:

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

## 5.5. Method of Payment

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

## 5.6. Partial Payments

Partial payments are not authorized on individual purchase orders. Payment will be made upon final delivery and acceptance of all goods and services on the purchase order.

## 5.7. Supplier Profile Changes

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

## 5.8. Suspensions of Work

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

## 5.9. Hours of Work

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

## 5.10. Post Award Conference

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

## 5.11. Performance Interference

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

## 5.12. Cooperative Agreement

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

## 5.13. Exclusive Possession

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

#### 5.14. Licenses and Permits

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

#### 5.15. Contacts with Third Parties

- A. Contractor or its subcontractors will not contact third parties to provide any information in connection to the Services provided under this Agreement without the prior written consent of the City. Should Contractor or its subcontractors be contacted by any person requesting information or requiring testimony relative to the Services provided under this Agreement or any other prior or existing Agreement with the City, Contractor or its subcontractors will promptly inform the City giving the particulars of the information sought and will not disclose such information or give such testimony without the written consent of the City or court order. The obligations of Contractor and its subcontractors under this Section will survive the termination of this Agreement.
- B. Contractor agrees that the requirements of this Section will be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

#### 5.16. SBE / DBE Utilization

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

#### 5.17. Fiscal Year Clause

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

#### 5.18. Final Payment

- A. **PAYMENT:** The City will make final payment for all Services performed and accepted within 60 days after Contractor has delivered to the City any final progress reports, documentation, materials and evidence of costs and disbursement as required under this Agreement. Any use by the City of preliminary reports, raw data or other incomplete material returned by Contractor will be at the City's sole risk for such use.
- B. **TEMPORARY SUSPENSION:** The City may, by written notice, direct Contractor to suspend performance on all or any part of the Services for such period of time as may



be determined by the City to be necessary or desirable for its convenience. If such suspension causes additional expense to Contractor in performance, and not due to fault or negligence of Contractor, the payment will be adjusted on the basis of actual costs resulting directly from the suspension, and the period for performance of the Services will be extended by mutual agreement. Any claim by Contractor for a price adjustment must be supported by appropriate documentation asserted promptly after Contractor has been notified to suspend performance.

## 5.19. Professional Competency

- A. **QUALIFICATIONS:** Contractor represents that it is familiar with the nature and extent of this Agreement, the Services, and any conditions that may affect its performance under this Agreement. Contractor further represents that it is fully experienced and properly qualified, is in compliance with all applicable license requirements, and is equipped, organized, and financed to perform such Services.
- B. **LEVEL OF CARE AND SKILL:** Services provided by Contractor will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of Contractor's profession currently practicing in the same industry under similar conditions. Acceptance or approval by the City of Contractor's work will in no way relieve Contractor of liability to the City for damages suffered or incurred arising from the failure of Contractor to adhere to the aforesaid standard of professional competence.

## 5.20. Specific Performance

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

## 5.21. Documentation

- A. **DISSEMINATION AND RETENTION:** There will be no dissemination or publication of any information gathered, or documents prepared in the course of the performance of the Services without the prior written consent of the City. Should the City, upon advice of counsel, deem it necessary, due to existing or anticipated litigation, to assert a legal privilege of protection and non-disclosure with regard to the subject matter of this Agreement, then, and in that event, upon written demand, Contractor will relinquish to the possession and control of the City its entire file related to this Agreement and only those portions of said file deemed by the City to be not privileged will be returned to Contractor pending the resolution of the existing or anticipated litigation.
- B. **FORMAT AND QUALITY:** All documents prepared by Contractor will be prepared in a format and at a quality approved by the City.

- C. **DOCUMENT REVIEW:** Contractor will review all documents provided by the City related to the performance of the Services and will promptly notify the City of any defects or deficiencies discovered in such review.
- D. **SUBMITTALS:** Contractor will provide timely and periodic submittals of all documents required of Contractor, including subcontracts, if any, as such become available to the City for review.

## 5.22. Public Records

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

## 5.23. 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.

## 5.24. Contractor Assignments

The Contractor hereby agrees that any of its employees who may be assigned to a City site to satisfy obligations under this contract shall be used exclusively for that purpose during the hours when they are working in areas covered by this contract and shall perform no work at other City facilities. If other services, in addition to or separate from, the services specified herein, may be deemed necessary by the Chief Procurement Officer or his authorized representative, the Contractor may be requested to perform the additional or special service.

## 5.25. Transition of Contract

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

## 5.26. 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.

## 5.27. 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.

## 5.28. 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.

## 5.29. 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.

## 5.30. 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.

### 5.31. 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.

### 5.32. Contractor's Default; Liquidated Damages; Reservation of Remedies for Material Breach

If Contractor is required to access any City facilities without an escort, City badging is required. Contractor's default under this section will include, but is not limited to, the following:

- Contract Worker gains access to a City facility(s) without the proper badge or key;
- Contract Worker uses a badge or key of another to gain access to a City facility;
- Contract Worker commences services under this agreement without the proper badge, key or background screening;
- Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable background screening; or
- Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement.
- Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this section within three business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this section will constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the Contractor will be liable for and pay to the City the sum of \$1,000.00 for each breach by Contractor in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this agreement if Contractor breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of

proving the City's actual damages if Contractor breaches this section. The parties further agree that three breaches by Contractor in this section arising out of any default within a consecutive period of three months or three breaches by Contractor in this section arising out of the same default within a period of 12 consecutive months will constitute a material breach of this agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this agreement, at law and in equity including, but not limited to, termination of this agreement.

### 5.33. Employee Identification and Access

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

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

Unless otherwise provided for in the scope of work:

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

### 5.34. Key Access Procedures

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

### 5.35. Stolen or Lost Badges or Keys

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

### 5.36. Return of Badge or Key

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

### 5.37. Badge and Key Fees

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

Initial Badge Fee: \$55.00 per application

Replacement Badge Fee: \$55.00 per badge

Lost/Stolen Badge Fee: \$55.00 per badge

Replacement Key Fee: \$55.00 per key

Replacement Locks: \$55.00 per lock

### 5.38. Background Screening – Maximum Risk

- A. **Determined Risk Level:** The current risk level and background screening required is MAXIMUM RISK.
- B. **Maximum Risk Level:** A maximum risk background screening will be performed every **five** years when the Contract Worker's work assignment will:
  1. work directly with vulnerable adults or children, (under age 18); or
  2. any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
  3. unescorted access to:
    - a. City data centers, money rooms, high-value equipment rooms; or
    - b. unescorted access to private residences; or
    - c. access to critical infrastructure sites/facilities; or
    - d. direct or remote access to Criminal Justice Information Systems (CJIS) infrastructure.
- C. **Requirements:** The background screening for maximum risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the State of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire. In addition, Maximum screening levels may require additional checks as included herein, depending on the scope of work, and may be amended if the scope of work changes.

### 5.39. Additional Maximum Risk Background Checks

Maximum screening will additionally require:

- Credit Check (for cash handling, accounting, and compliance positions only)

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

#### 5.40. Maximum Risk Background Criminal Justice Information Services (CJIS) Check Must Include

- Criminal records - Conviction of a misdemeanor(s) (not including traffic or parking violation) or felony(ies).
- Sexual offender search
- All outstanding warrants
- Currently the focus of a criminal investigation
- Currently on parole or probation

#### 5.41. Maximum Risk Background Check for Child Care Staff Member

- A Federal Bureau of Investigation fingerprint check using Next Generation Identification;
- A search of the National Crime Information Center's National Sex Offender Registry; and
- A search of the following registries, repositories, or databases in the State where the child care staff member resides and each State where resided during the preceding five years:
  - State criminal registry or repository, with the use of fingerprints being:
    - Required in the State where the staff member resides;
    - Optional in other States;
    - State sex offender registry or repository; and
    - State-based child abuse and neglect registry and database.

#### 5.42. Contractor Certification; City Approval of Maximum Risk Background Screening

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

- A. determining whether Contract Worker(s) are disqualified from performing work for the City for maximum risk level background checks; and,
- B. submitting pass/fail results to the City for approval; and,
- C. reviewing the results of the background check every three to five years, dependent on scope; and,

- D. to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
- E. Submitting the list of qualified Contract Workers to the contracting department; and,
- F. If, upon review of the background information, the City will advise the Contractor if it believes a Contract Worker should be disqualified. The Contractor will evaluate the Contract Worker and if the Contractor believes that there are extenuating circumstances that suggest that the person should not be disqualified, the Contractor will discuss those circumstances with the contracting department. The contracting department decision on disqualification of a Contract Worker is final.
- G. For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.
- H. By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current.
- I. The City final documented decision will be an “approve” or “deny” for identified Contract Workers.
- J. The City will not keep records related to background checks once they are confirmed. Information to verify the results will be returned to the Contractor, or any contracted agency that assists with review, after the City’s completed review.
- K. By executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all such background screening requirements for the maximum risk background screening, and verified legal worker status, as required.
- L. Contract Workers will not apply for the appropriate City of Phoenix identification and access badge or keys until Contractor has received the City’s written acceptance of Contract Worker’s maximum risk background screening. The City may, in its sole discretion, accept or reject any or all the Contract Workers proposed by Contractor for performing work under this Agreement. A Contract Worker rejected for work at a maximum risk level under this agreement will not be proposed to perform work under other city contracts or engagements without city’s prior written approval.
- M. For any childcare or health worker positions, or Criminal Justice Information Systems access in the scope of work, Contractor is required to send the City updated background checks every three years.
- N. The Contractor will submit prior to scheduling any services, a current list of names, addresses, and social security numbers of all employees requiring access to the facility. The Contractor is responsible for obtaining security clearance from the Police Department for all employees. The City reserves the right to change the restricted areas as needed. The Contractor grants the rights to the Police Department to conduct



background checks of all employees entering the building. All employees will submit to the background check before access to the facility is given.

- O. The background checks will be conducted prior to any employee entering to work and will be based upon information provided to the Police Department including, but not limited to: name, address, date and place of birth, social security number, INS number if applicable, and a copy of a valid photo identification. The information will be provided to the City's authorized Department representative at least five business days (excluding weekends and holidays) in advance of the need for access. The form will be provided by the City's authorized Department representative. The City's authorized Department representative will conduct the security check.
- P. The City may, at any time, in its sole discretion, refuse to allow an employee access to an area for any of the following reasons, but not limited to:
  - 1. Conviction of a felony.
  - 2. Conviction of a misdemeanor (not including traffic or parking violation).
  - 3. Any outstanding warrants (including traffic and parking violations).
  - 4. A person currently on parole or probation.
  - 5. A person currently involved in an investigation.

### 5.43. Confidentiality

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

Recipient shall: (a) protect and safeguard Confidential Information with at least the same degree of care as Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care, such as ensuring data is encrypted in transit and at rest and maintaining appropriate technical and organizational measures in performing the Services under the Agreement; (b) not use Confidential Information, or permit it to be accessed

or used, for any purpose other than in accordance with the Agreement; (c) not use Confidential Information, or permit it to be accessed or used, in any manner that would constitute a violation of law, including without limitation export control and data privacy laws; and (d) not disclose Confidential Information except to the minimum number of recipients who have a need to know and who have been informed of and agree to abide by confidentiality obligations that are no less restrictive than the terms of this Agreement. If Recipient is required by law or court order to disclose any Confidential Information, Recipient will first give written notice to the City and provide the City with a meaningful opportunity to seek a protective order or limit disclosure.

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

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

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

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

#### 5.44. Data Protection

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

<https://www.fpc.gov/resources/glossary/>.

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

- A. When Contractor processes PII pursuant to the Agreement, Contractor shall, at no additional cost to the City:
  1. process PII only within the United States and only in accordance with the Agreement and not for Contractor's own purposes, including product research, product

- development, marketing, or commercial data mining, even if the City's data has been aggregated, anonymized, or pseudonymized;
2. implement and maintain appropriate technical and organizational measures to protect PII against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including at a minimum, and as applicable, those measures specified by the National Institute of Standards and Technology (NIST) SP800-53; A.R.S. § 18-552 (Notification of Security System Breaches); A.R.S. § 44-7601 (Discard and Disposal of Personal Identifying Information Records); Health Information Technology for Economic and Clinical Health (HITECH) Act; Payment Card Industry Data Security Standards; and good industry practice; (When considering what measures are appropriate and in line with good industry practice, Contractor shall keep abreast of current regulatory trends in data security and the state of technological development to ensure a level of security appropriate to the nature of the data to be protected and the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction, damage, theft, alteration or disclosure. At minimum, Contractor will timely remediate any vulnerabilities found within its network that are rated medium or more critical by the Common Vulnerability Scoring System (CVSS); however, Contractor must remediate vulnerabilities that are rated critical within 14 days and vulnerabilities that are rated high within 30 days. If requested by the City, Contractor shall promptly provide a written description of the technical and organizational methods it employs for processing PII.)
  3. not subcontract any processing of PII to any third party (including affiliates, group companies or sub-contractors) without the prior written consent of the City; and Contractor shall remain fully liable to the City for any processing of PII conducted by a sub-processor appointed by Contractor;
  4. as applicable, implement and maintain appropriate policies and procedures to manage payment card service providers with whom Contractor shares sensitive financial information or cardholder data; and provide the City with a Qualified Security Assessor Attestation of Compliance for Payment Card Industry Data Security Standards on an annual basis, but no later than within 30 days of attestation report completion;
  5. take reasonable steps to ensure the competence and reliability of Contractor's personnel or sub-processor who have access to the PII, including verifications and background checks appropriate to the security level required for such data access;
  6. maintain written records of all information reasonably necessary to demonstrate Contractor's compliance with this Agreement and applicable laws;
  7. allow the City or its authorized agents to conduct audit inspection during the term of the Agreement, but no more than once per year, which may include providing access to the premises, documents, resources, personnel Contractor or Contractor's sub-

- contractors use in connection with the Services; provided however, the City may at its sole discretion accept a qualified and industry recognized independent third-party assessment report or certification (such as SSAE 18 SOC 2 or ISO/IEC 27001) provided by Contractor at no cost to the City in lieu of the audit inspection rights of this Section;
- B. If the Contractor becomes aware of any actual or potential data breach (each an “Incident”) arising from Contractor’s processing obligations pursuant to the Agreement, Contractor shall notify the City at SOC@phoenix.gov without undue delay within 48 hours; and:
1. provide the City with a detailed description of the Incident, the type of data that was the subject of the Incident, and the identity of each affected person as soon as such information can be collected or otherwise becomes available;
  2. take action immediately, at Contractor’s own expense, to investigate the Incident and to identify, prevent, and mitigate the effects of the Incident and to carry out any recovery or other action necessary to remedy the Incident;
  3. cooperate with the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable laws or as otherwise required by the City; and
  4. not directly contact any individuals who may be impacted by the Incident or release or publish any filing, communication, notice, press release, or report concerning the Incident without the City’s prior written approval (except where required to do so by applicable laws).

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

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

#### 5.45. Security Inquiries

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

under this Contract may still be engaged by Contractor for other work not involving the City. An employee rejected for work under this Contract shall not be proposed to perform work under other City contracts or engagements without the City's prior approval.

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

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

#### 5.46. Intellectual Property Rights

The Contractor hereby irrevocably transfers, conveys, and assigns to the City all right, title, and interest (including any and all copyrights) in any software and other technology assets created pursuant to or as a result of this Agreement (collectively, the "Work Product"). The City shall have the exclusive right to apply for or register any copyrights and other proprietary protections with respect to the Work Product. The Contractor shall execute such documents, render such assistance, and take such other action as the City may reasonably request, at the City's reasonable expense, to apply for, register, perfect, confirm, and protect the City's foregoing ownership interests and copyright and other proprietary protections. To the extent that the foregoing transfer does not provide the City with full ownership, right, title, and interest in and to the Work Product, the Contractor hereby grants the City a perpetual, irrevocable, fully paid, royalty-free, worldwide license to reproduce, create derivative works from, distribute, publicly display, publicly perform, and use the Work Product, with the right to transfer and/or sublicense each and every such right. The rights granted in this section will survive any termination or expiration of this Agreement.

## **6. Defense and Indemnification**

### **6.1. 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.

### **6.2. Professional Services**

Consultant (“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 or other amount 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 as 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 agrees to waive all rights of subrogation against Indemnitee for losses

arising from or related to any work performed by Indemnitor or Indemnitor's Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.

## **7. Insurance Requirements**

### **7.1. Consultant's Insurance**

Consultant and subconsultants must procure insurance against claims that may arise from or relate to performance of the work hereunder by Consultant and its agents, representatives, employees and subconsultants. Consultant and subconsultants 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 Consultant from liabilities that might arise out of the performance of the work under this Contract by the Consultant, its agents, representatives, employees, or subconsultants and Consultant may purchase additional insurance as they determined necessary.

### **7.2. Scope and Limits of Insurance**

Consultant 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.

### **7.3. 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 Consultant 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 Consultant.
- The Consultant's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

### **7.4. 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 Consultant, relating to this Contract.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Consultant.
- The Consultant's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

## 7.5. 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 consultant or subconsultant is exempt under A.R.S. §23-902(E), **AND** when such consultant or subconsultant executes the appropriate sole proprietor waiver form.

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

## 7.7. Technology Errors and Omissions Liability

Each Claim \$1,000,000

Annual Aggregate \$1,000,000

- The policy must cover errors and omissions or negligent acts in the delivery of products, services, and/or licensed programs for those services as defined in the Scope of Services of this Contract.
- Contractor warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained, or an

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

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

Each Claim \$1,000,000

Annual Aggregate \$1,000,000

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

Contractor warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended reporting period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

## 7.9. Notice of Cancellation

For each insurance policy required by the insurance provisions of this Contract, the Consultant must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to City of Phoenix, Water Services Department, Procurement Section, 200 W. Washington Street, 9th Floor, Phoenix, AZ 85003 or at [wsdprocurement@phoenix.gov](mailto:wsdprocurement@phoenix.gov).

## 7.10. 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 Consultant from potential insurer insolvency.

## 7.11. Verification of Coverage

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

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

All certificates required by this Contract must be sent directly to City of Phoenix, Water Services Department, Procurement Section, 200 W. Washington Street, 9th Floor, Phoenix, AZ 85003 or at [wsdprocurement@phoenix.gov](mailto:wsdprocurement@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.**

## 7.12. 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.

## 7.13. Approval

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

## 8. Submittals

### 8.1. Copies

Please submit one electronic copy (email) of the Submittal Section and all other required documentation. Please do not lock the electronic copy with password protection so that the City may digitally incorporate the successful offer into the awarded contract.

**Please submit only the Submittal Section, do not submit a copy of the entire solicitation document.** This Offer will remain in effect for a period of 180 calendar days from the opening date, and is irrevocable unless it is in the City's best interest to release offer(s).

### 8.2. Solicitation Response Check List

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

The written offer should be:

- Typewritten for ease of evaluation
  - Signed by an authorized representative of the Offeror
  - Submitted with contact information for the individual(s) authorized to negotiate with the City
- A. Offeror's Proposal - A detailed proposal describing the firm or individual's qualifications and experience responsive to the Batch Operations and Primary Support requirements of the solicitation and evaluation criteria.
  - B. Pricing Proposal - A completed pricing proposal with all requested prices, quantities, and/or discounts completed.
  - C. Documentation demonstrating how the Offeror meets the Pre-Award Qualifications outlined in section 2.16.
  - D. Submittal Forms - All submittal forms are completed and signed.
  - E. A copy of the Offeror's completed W-9 form.
  - F. Addenda - Signed copies of all published addenda.

### 8.3 Proposal Submittal Requirements:

Offeror shall provide a detailed narrative response to each question below demonstrating the Offerors ability to satisfy the Scope of Work. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action. The use of technical language should be minimized and used only to describe a technical process. Proposals without a detailed narrative to the questions below will receive a lower score during the evaluation. Information provided using a web URL link (within a response, or otherwise) will not be taken into consideration when evaluating proposals. The narrative response shall address the following questions, in the order below, referencing the related section of the Scope of Work.

The following information must be addressed in the Offeror's response:

1. Describe the Offeror's approach to ensure business and support services provide comply with City methodologies, policies and procedures. (Scope of Work Section 3.4.1)
2. Describe the Offeror's approach when reviewing performance, issues, threat environment and responses. Explain the types of analyst and account management support provided during these meetings. (Scope of Work Section 3.4.2)
3. Provide an overview of plans for continuity of managed services to the City of Phoenix. (Scope of Work Section 3.4.2.7)
4. Provide a proposed Service Level Agreement (SLA) to include, but not limited to the following: (Scope of Work Section 3.5)
  - a) Service Level Roles and Responsibilities
  - b) Scope of Services to be provided under SLA
  - c) Problem/Incident/Issue Severity Levels
  - d) Escalation Procedures
  - e) Metrics which services are measured
  - f) Response and Resolution Times
  - g) Application Maintenance and Support Service Levels
  - h) Application Enhancements
  - i) Performance Reporting and Frequency
5. Describe the Offeror's current and existing capabilities to support existing interfaces, future interfaces and ancillary applications. (Scope of Work Section 3.6.1)
6. Describe the Offeror's current and existing capabilities, which may include but not limited to, tools, software applications, certifications, and availability of experienced staff to assure best practices are applied in project management. This includes the following: (Scope of Work Section 3.6.2)
  - a) Service Level Roles and Responsibilities

- b) Scope of Services to be provided under SLA
  - c) Problem/Incident/Issue Severity Levels
  - d) Escalation Procedures
  - e) Metrics which services are measured
  - f) Response and Resolution Times
  - g) Application Maintenance and Support Service Levels
  - h) Application Enhancements
  - i) Performance Reporting and Frequency
7. Describe the Offeror's background and experience in completing support component activities. (Scope of work Section 3.7)
8. Describe the Offeror's background and experience conducting/managing governance framework, including escalation mechanism that will apply to this service. (Scope of Work Section 3.8)
9. Provide a narrative for each Key Personnel proposed to deliver the required Services for the Project. Fully explain their roles and responsibilities and provide resumes for each person identified. Please limit your narrative to no more than 1 page per each Key Personnel and Resumes no more than 2 pages per each Key Personnel. (Scope of Work, Section 3.9) At minimum, the following information must be included in the resumes:
- a) Full name;
  - b) Proposed role, description of duties/responsibilities thereunder, and anticipated duration of involvement during the engagement(s);
  - c) Education, including degrees and relevant certifications, and the institution from which they were obtained;
  - d) Years of experience and employment history, particularly as they relate to the requested Services;
  - e) Names and locations of employers for at least the past five (5) years, including the dates;
  - f) Specify the employment status of each Key Person (i.e., subcontractor, employee of the Contractor, etc.); and
  - g) Location from where the Key Person is proposed to perform applicable services, i.e., Agency facility, remote contractor facility, offsite facility).
10. Describe the Offeror's approach to maintain and meet the security standards required by COP. (Scope of Work Section 3.10)

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.



# City of Phoenix

## Exhibit A - Cloud Computing Security Standard

<b>Domain:</b> Business	<b>Number:</b> s1.20	<b>Standard Title:</b> Cloud Computing Standard	
<b>Original Approval</b>	03/23/2012	<b>Last Updated/Approved</b>	02/25/2021
<b>Compliance Date</b>	03/23/2012	<b>Last Reviewed</b>	04/26/2019
<b>Owner</b>	Information Security and Privacy Office		
<b>Approvals</b>	Chief Information Security Officer		

### I. Purpose – Summary of Intent

This document establishes standards and guidelines for the selection of cloud computing service providers (hereinafter “CSP”) and/or cloud delivered services/solutions within the City of Phoenix (hereinafter “City”). Cloud computing services should be a consideration for all new reportable and non-reportable Information Technology (hereinafter “IT”) projects whenever a feasible and cost-effective solution is available that meets the City requirements, and provides the required level of security, performance and availability consistent with the City Administration Regulations, Information Security Policies, and Information Security Standards.

This document also defines required security safeguards to protect the confidentiality, integrity, availability, and accountability of City information and systems when conducting City business using cloud computing. Appropriate security safeguards are based in part on the classification of the information being handled. Questions about information classification should be directed to Information Technology Services, Information Security and Privacy Office (ISPO).

### II. Definitions – Terms Specific to the Standard

**City Business** – Work performed that has a direct relation to the City’s operation and activities. For the purposes of this standard, City business includes any work performed where non-transient public records may be created, transmitted, or stored. Reference: City of Phoenix Public Records Request Handbook.

**Cloud Computing** – The National Institute of Standards and Technology (NIST) defines cloud computing as: “a model for enabling convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction.”

**Cloud Service Provider (CSP)** – A cloud service provider is a company that offers some component of cloud computing -- typically infrastructure as a service (IaaS), software as a service (SaaS) or platform as a service (PaaS) -- to other businesses or individuals.



<b>Domain:</b> Security	<b>Number:</b> s1.20	<b>Standard Title:</b> Cloud Computing Security Standard
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**Confidential Data** – As defined in A.R. 1.90, confidential data includes, but is not limited to the following: Criminal Justice Information (CJI); Payment Card Information (PCI); Protected Critical Infrastructure Information (PCII); Protected Health Information (PHI)/ Health Insurance Portability and Accountability Act (HIPAA); Personal Identifying Information (PII), and Restricted City Information (RCI).

**FedRAMP** – The Federal Risk and Authorization Management Program (FedRAMP) is a government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services.

**Infrastructure-as-a-Service (IaaS)** – The capability provided to an organization to provision processing, storage, networks and other fundamental computing resources along with the ability to deploy and run arbitrary software, which can include operating systems and applications. The organization does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed application; and possibly limited control of select networking components (e.g., host firewalls).

**Platform-as-a-Service (PaaS)** – The capability provided to an organization to deploy onto a cloud infrastructure using organization owned applications. The organization does not manage or control the underlying cloud infrastructure, including network, servers, operating systems or storage, but has control over the deployed applications and possibly application hosting environment configurations.

**Software-as-a-Service (SaaS)** – The capability provided to an organization to use the provider’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The organization does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

**Subscription Based Cloud Services** – Contracted cloud services that are provided through a subscription plan. Instead of paying upfront for a perpetual license (and periodic maintenance fees where applicable), the user will have to submit regular payments every month or every year in order to use the software. SaaS is commonly provided through a subscription plan.

### III. Applicability

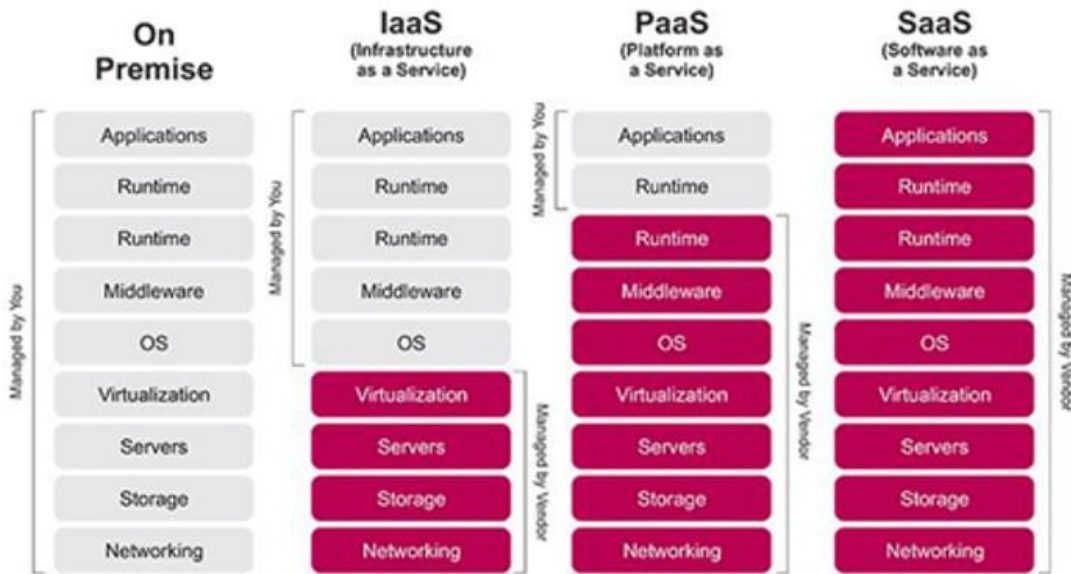
This standard applies to all City personnel including employees, business partners, contractors, temporary workers, volunteers, elected officials, and those in appointed positions. This standard applies to all cloud services across the City irrespective of when the procurement was executed.

### IV. Roles and Responsibilities

When departments procure cloud services, department heads are responsible and accountable for assuring the confidentiality, integrity, availability, and accountability of their department’s information.

<b>Domain:</b> Security	<b>Number:</b> s1.20	<b>Standard Title:</b> Cloud Computing Security Standard
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Standard cloud computing type descriptions and responsibilities diagram are shown below:



## V. Cloud Computing Policy

### New Cloud Service Implementations

City departments must complete the longform *Information Security Risk Assessment* prior to contracting with a CSP. This assessment is used to validate that the use of cloud services is technically and administratively viable and to ensure that adequate protection measures are taken concerning City data, liability, security, privacy and other City requirements.

Department procurement officers should work with the requestors and CSP to complete the questionnaire. Completed questionnaires will be sent to the ISPO for review and endorsement.

Depending on the scope, ISPO will determine whether a further security review is needed, advise on alternative solution pathways, if relevant, and/or provide other guidance, as applicable.

Regardless of the hosting site, City data that is stored on any third-party CSP hosted site must adhere to City Administrative Regulations, Information Security Policies, and Information Security Standards to ensure that they are commensurate with the classification of any data stored in the cloud.

### Procurement of New Cloud Service Implementation

City departments must complete a tenant agreement as a part of a larger enterprise agreement with the City. This ensures appropriate oversight from a security and billing perspective as well its ability to integrate with City identity and access role management.

<b>Domain:</b> Security	<b>Number:</b> s1.20	<b>Standard Title:</b> Cloud Computing Security Standard
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The City will also ensure that the CSP has corporate policies and procedures relating to document retention or destruction, or litigation record holds.

### **Existing Cloud Service Implementations**

When requested, City departments will provide information to Information Technology Services (hereinafter "ITS"). regarding existing cloud services in a timely manner. This information includes but is not limited to CSP agreements, contracts, architecture/ network/ data flow diagrams, security controls, etc. In the event ITS identifies potential security risks associated with existing cloud service implementations, ITS will work with affected departments to eliminate or mitigate the risks.

## **VI. Cloud Computing General Requirements**

Listed below are general requirements for all City information processed, stored, or transmitted via cloud computing.

1. **FedRAMP.** Whenever available, FedRAMP certified cloud solutions should be selected over non-FedRAMP certified cloud solutions.
2. **Records Management.** City staff electing to use cloud computing services must ensure they are in compliance with all records retention and eDiscovery policies and schedules. Reference: A.R. 1.61 Records Management Program.
3. **U.S. Based.** CSP will store confidential data City (CJI, PCI, PCII, PHI, PII, RCI) within a data center located within the continental US - including backups. If a cloud provider is selected that is not U.S. based, a waiver is required and the Law Department, in consultation with ISPO, should thoroughly vet the cloud provider prior to use. Depending on the sensitivity of the data, a certified government cloud (Microsoft Azure, Amazon AWS GovCloud, etc.) may be required. All staff who access and operate must be based in the U.S. and must be background checked or their organization must meet background check requirements in accordance with City background requirements. The same applies to support staff. This includes application development. Please note: there is no privity of contract with a subcontractor unbeknownst to the City.
4. **Third-Party Assessments.** CSP will provide the City with results of a third-party external Information Security assessment (SAS-70, SSAE-16/18, penetration test, vulnerability assessment, etc.) or other Statement of Controls (SOC) reports.
5. **Personal Cloud Services.** Personal cloud services accounts may not be used for the storage, manipulation or exchange of City-related communications or City-owned data (e.g. Dropbox (free version); personal OneDrive; or personal Gmail accounts).
6. **Subscription Based Cloud Services.** Subscription based cloud services which are limited in size and scope and cannot be adequately addressed by other means, may be approved following a risk assessment by ISPO. A waiver may need to be provided outlining compensating controls. Departments are still required to submit the Information Security Risk Assessment Questionnaire section of the current IT procurement documentation.

<b>Domain:</b> Security	<b>Number:</b> s1.20	<b>Standard Title:</b> Cloud Computing Security Standard
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7. **Demonstration of adoption of an internal security governance control.** Acceptable controls include NIST SP 800-53.

## VII. Cloud Computing Data Requirements

1. **Terms and Conditions.** Cloud providers shall include terms to abide by the duties of confidentiality in the Terms and Conditions and/or Privacy Policy, thereby ensuring that the online data storage provider has an enforceable obligation to preserve users' confidentiality and security of user data.
2. **Data Classification.** Based on data classification ensure compliance with relevant security provisions including Internal Revenue Service (IRS) Publication 1075, Social Security Administration (SSA) Electronic Information Exchange Security Requirements, Payment Card Industry Data Security Standard (PCI DSS) including the PCI DSS Cloud Computing Information Services (CJIS) Security Policy. FIPS 140-2 is recommended for encryption compliant standards, NIST 800-175B.
3. **Contractual Controls.** The City must have a contract or agreement in place with the cloud computing provider(s) that is approved by the Law Department and contains provisions that provide for confidentiality and data security safeguards for information in the cloud computing provider's custody, discovery and destruction of data and Non-Disclosure Agreements (hereinafter "NDA").
4. **Certifications.** Cloud providers should host on reputable cloud services that have obtained one of the following certifications or met similar indicia. Certifications are used to gain confidence and place trust in a service organization's systems.
  - a) Type 2 SOC. A Service Organization Controls ("SOC") Type 2 report evaluates an organization's information systems as they relate to security, availability, processing integrity, confidentiality, and privacy of a system.
  - b) SSAE 18. report evaluates an organization's information systems as they relate to security, availability, processing integrity, confidentiality, and privacy of a system.
5. **Data Retention Policy**  
Cloud providers will follow city data retention policy. The cloud provider should meet or exceed the data retention policy of the City in pursuant of A.R. 1.61. Additionally, the cloud providers should take reasonable steps to ensure that when data is deleted from the cloud provider's environment, the cloud provider has measures in place to ensure the data is no longer available to any entity.
6. **Data Ownership**  
All data is owned exclusively by the City department contracting with the CSP and cannot be used by the CSP for any purpose other than the services provided to the customer. Additionally, the CSP should not be able to remove metadata and is given no right to use City data for any purpose other than serving the City as a customer.

<b>Domain:</b> Security	<b>Number:</b> s1.20	<b>Standard Title:</b> Cloud Computing Security Standard
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#### **7. Demands for Data - Must be Authorized by the City**

Cloud providers must notify the City of demands for their information by 3rd parties as soon as possible, unless the provider is specifically prohibited from doing so by law. The Cloud provider must inform the City if it receives any subpoena related to the City's data. Failure to notify the City will result in the termination of the contract with prejudice.

#### **8. Data Breach**

The CSP should notify the CISO via the SOC ([soc@phoenix.gov](mailto:soc@phoenix.gov) / (602) 534-8283) as soon as reasonably practicable, but not more than seventy-two (72) hours following the contractor's discovery of any breach of the security of customer data if personal or health care information was, or is reasonably believed to have been, acquired or accessed by an unauthorized person. CSP shall agree to reimburse the City for any costs incurred by the City to investigate and respond to potential breaches of this data, including, where applicable, the cost of notifying individuals who may be impacted by the breach, attorneys' fees, and for any monetary damages or penalties the City is assessed. In case of a breach or critical breach of the City's information, it will be the City, not the CSP that will inform any and all individuals affected by any such breach. Only upon prior written consent of the City, or at the specific direction of the City, will the CSP notify individuals affected by a breach or critical breach of the City's information. CSP will be liable for direct damages, not limited by time period of service prior to the incident. The City will also not accept services being provided "as-is," as this is often a method used to disclaim any warranties.

The CSP shall maintain an effective incident response and mitigation capability for security and privacy incidents in accordance with industry best practices. The CSP will provide support to manage security events, including forensic support and ensuring the chain of custody.

### **VIII. Cloud Computing Security Requirements**

#### **1. Encryption**

Cloud providers will be required to maintain data encryption protocols covering:

- a) Data stored at rest in the data center, and
- b) Data transmitted to and from the data center
- c) Key management requirements including key escrow

Ensure that confidential, sensitive, or personal information is encrypted in accordance with NIST 800-175B and at the necessary level of encryption for the data classification pursuant to s1.9.

Strong encryption may protect data from unauthorized access, copy, modification or other attacks to the integrity and security of the data.

<b>Domain:</b> Security	<b>Number:</b> s1.20	<b>Standard Title:</b> Cloud Computing Security Standard
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## 2. Testing

Cloud providers should disclose if and how frequently vulnerability or penetration testing and/or ethical hacking services are being performed on their offering. Some of the testing methods are listed below:

- a) **Vulnerability Scans.** A vulnerability scan is the process of identifying and quantifying security vulnerabilities in an environment. It identifies security flaws based on a database of known flaws, tests a system for the occurrence of these flaws, and provides a report of exposures and the associated level of risk for each confirmed vulnerability. Remediation of identified vulnerabilities should be based on specific timelines and severity (CVSS v2/v3, CVE, CWE).
  - b) **Penetration Testing.** Penetration testing is an actual internal or external attack with the intention of gaining unauthorized access to systems and the data stored within the network.
  - c) **Static Code Reviews.** Static analysis code testing provides an understanding of security issues within program code. It is a systematic review of the software source code without executing the code. The main objective of this testing is to find errors in the early stages of the development cycle.
  - d) **Dynamic Code Reviews.** A dynamic code analysis relies on studying how the code behaves during execution. It monitors system memory, functional behavior, response time and overall performance of the system. The main objective of this testing is to find and fix any defects.
3. **Antivirus/Antimalware Controls.** CSP should have active antivirus/antimalware controls in place to protect against sophisticated cyber-criminal activity.
4. **Multifactor Authentication (MFA).** All cloud providers will provide the capability for City staff to utilize/integrate appropriate multifactor authentication with cloud services with additional control and account lockout on failed authentication. Examples could include strength of password requirements (password entropy), certificate-based protocols, and device authentication.
5. **Authorization and Access.** The CSP should enforce the following IT security best practices:
- a) **Least Privilege:** Only authorize access to the minimum amount of resources required for a function.
  - b) **Separation of Duties:** Functions shall be divided between staff members to reduce the threat that one person can commit fraud undetected.
  - c) **Role-Based Security:** Access control shall be based on the role a user plays in an organization.
6. **Business Continuity.** Where Business Continuity/Disaster Recovery (BC/DR) services are required, all agreements should establish terms for BC/DR, and the CSP must demonstrate its ability to fulfill the terms. If BC/DR is required, such requirements take precedence over the force majeure clause.

<b>Domain:</b> Security	<b>Number:</b> s1.20	<b>Standard Title:</b> Cloud Computing Security Standard
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**Cloud Exit Strategy.** Cloud provider must provide City with a cloud exit strategy. The exit strategy should cover a normal termination, such as that at expiration of the service agreement, and an unexpected termination, such as that due to service provider bankruptcy, exit from line of business, and/or poor performance. Strategy should state expected timely export of data as well as the format of the City's data returned through a secure channel with verification in writing by the cloud provider that City hosted data has been thoroughly purged from its systems and database.

Other aspects include addressing application dependencies on proprietary programming interfaces, system calls, and database technologies, as well as the recovery of useful metadata that may have accumulated within the cloud environment. The data must be destroyed, erased, deleted (cannot be retrieved by any means) within 30 days of termination of service. The CSP must also provide a detailed report as to how the deletion was handled so that the customer can confirm that no residual data was left on the CSP's systems.

Existing cloud service implementation. If a current cloud service does not meet standards for data protection or otherwise, their service may be terminated if compliance is not achieved within 120 days. The transition must be completed within 90 days within which a service transfer AND data export must be completed.

## 7. Concluding Activities

Departments should perform the following activities preceding the termination of an outsourcing contract:

- **Reaffirm Contractual Obligations.** The department should alert the cloud provider about any relevant contractual requirements that must be observed upon termination, such as non-disclosure of certain terms of the agreement and sanitization of organizational data from storage media.
- **Eliminate Physical and Electronic Access Rights.** If any accounts and access rights to a Departments computational resources were assigned to the cloud provider as part of the service agreement, they should be revoked in a timely manner by the department. Similarly, physical access rights of security tokens and badges issued to the cloud provider also need to be revoked, and any personal tokens and badges used for access need to be recovered.
- **Recover Organizational Resources and Data.** The department should ensure that any resources of the department made available to the cloud provider under the terms of the service agreement, such as software, equipment, documentation, are returned or recovered in a usable form, as well as any data, programs, scripts, etc. owned by the organization and held by the cloud provider. The data recovered must allow the City to off load all data in a standardized and accessible format.

<b>Domain:</b> Security	<b>Number:</b> s1.20	<b>Standard Title:</b> Cloud Computing Security Standard
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If the terms of service require the cloud provider to purge data, programs, backup copies, and other cloud consumer content from its environment, evidence such as system reports or logs should be obtained and verified.

## **IX. Compliance Audits**

The City Auditor Department may conduct periodic audits such as a Committee of Sponsoring Organizations (hereafter "COSO"), to evaluate compliance with the requirements set forth in this IT Security standard. The City Auditor Department may require proof of certifications and reports as needed i.e. I SOC2 Attestation of Compliance etc. from the cloud provider.

City personnel must comply with this standard at all times. The City reserves the right to monitor systems, electronic communications, and usage to ensure compliance.

The City retains the right to audit the CSP's business continuity plans (BCP) and operations. The City may require that the CSP conduct its own internal BCP audit or "recovery drills" and report the results to the City.

Ensure that the CSP can accommodate such audit trail or record hold requests and implement them promptly and in a manner that will meet the company's litigation obligations as they arise – retrievable up to 12 months.

In lieu of a City Audit, the CSP may also provide internationally recognized audit certifications or reports.

## **X. Related Policies, Standards, and Procedures**

A.R. 1.61, Records Management Program  
A.R. 1.63, Electronic Communications and Information Acceptable Use  
A.R. 1.90, Information Privacy and Protection  
A.R. 1.91, Information Privacy and Protection Supplement — Data Shared with Third Parties b1.3 Waiver Standard  
s1.9 Information Classification  
Information Security Risk Assessment Questionnaire

Addendum:

Approved CSPs (Need: Standardization of CSPs/CSP types.)





## **ATTACHMENT A - PRICING PROPOSAL**

**SEE ATTACHEMENT "A" TITLED "PRICING PROPOSAL TEMPLATE" ON A SEPARATE  
FILE**

**ATTACHMENT B - OFFER**

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

**TO THE CITY OF PHOENIX** - The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of a solicitation.

Arizona Sales Tax No. \_\_\_\_\_  
 Use Tax License No. for Out-of-State \_\_\_\_\_  
 Arizona Corporation Commission File No. \_\_\_\_\_

Taxpayer's Federal Identification No.: If recommended for contract award, Offeror agrees to provide its federal taxpayer identification number or as applicable its social security number to the City of Phoenix for the purposes of reporting to appropriate taxing authorities, monies paid by the City of Phoenix under the awarded contract. If the Offeror provides its social security number, the City will only share this number with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

<p><b>Enter City's Registration System ID Number</b>          Located at City's eProcurement website (see SECTION 2          – INSTRUCTIONS - CITY'S REGISTRATION)</p>	
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Offeror has read, understands, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any other Offeror or potential Offerors.

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Print Name and Title  
*(President, Manager, Member)*

\_\_\_\_\_  
 Offeror Legal Name and Company Type  
*(LLC, Inc., Sole Proprietor)*

Street Address: \_\_\_\_\_  
 City, State, Zip Code: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

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**ATTACHMENT C - ACCEPTANCE OF OFFER**

The Offer is hereby accepted.

The Contractor is now bound to sell the material(s) or service(s) listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No. \_\_\_\_\_. The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

**CITY OF PHOENIX**

A Municipal Corporation  
Jeffrey Barton, City Manager

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Director or delegate:  
Title:  
Department:

Attest:

\_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 2025

City Clerk

Approved as to form this 19th day of January 2017. This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

## ATTACHMENT D - CONFLICT OF INTEREST AND TRANSPARENCY FORM

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

<p>This form must be signed and submitted to the City and all questions must be answered (or N/A) or your Offer may be considered non-responsive.</p>			
<p>1. Name of person submitting this disclosure form.</p>			
First	MI	Last	Suffix
<p>2. Contract Information</p>			
<p>Solicitation # or Name:</p>			
<p>3. Name of individual(s) or entity(ies) seeking a contract with the City (i.e. parties to the Contract)</p>			
<p>4. List any individuals(s) or entity(ies) that are owners, partners, parent, sublessees, joint venture, or subsidiaries of the individual or entity listed in Question 3. Please include all Board members, executive committee members and officers for each entry. If not applicable, indicate N/A.</p>			
<p>5. List any individuals or entities that will be subcontractors on this contract or indicate N/A.</p>			
<p><input type="checkbox"/> Subcontractors may be retained, but not known as of the time of this submission.</p> <p><input type="checkbox"/> List of subcontracts, including the name of the owner(s) and business name:</p>			
<p>6. List any attorney, lobbyist, or consultant retained by any individuals listed in Questions 3, 4, or 5 to assist in the proposal or seeking the resulting contract. If none, indicate N/A.</p>			

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

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

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

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

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

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

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

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

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

## 8. Acknowledgements

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

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

### B. Fraud Prevention and Reporting Policy

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

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

### OATH

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.  
 Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

PRINT NAME

TITLE

SIGNATURE

DATE

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

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## ATTACHMENT E - COSTS AND PAYMENTS

(please complete and return with the submittal)

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

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

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

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**ATTACHMENT F - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND  
OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

(please sign and return with the submittal)

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

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

\_\_\_\_\_  
Authorized Official Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date



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**ATTACHMENT G - EMERGENCY 24-HOUR SERVICE CONTACT**

(please complete and return with the submittal)

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

Telephone Number: \_\_\_\_\_

Alternate Contact: \_\_\_\_\_

Telephone Number: \_\_\_\_\_



### ATTACHMENT H - REFERENCES

**1. OFFEROR'S NAME:** \_\_\_\_\_

**Instructions to Offeror:** The Offeror is to provide three (3) verifiable professional references. This two-page form should be provided to each reference, and the form must be returned to the Procurement Officer directly by the reference. Emphasis should be placed on providing references that can further demonstrate the Offeror's experience and ability to meet the requirements outlined in the Scope of Work.

**The Offeror listed above will receive a score during the evaluation based on the responses to this reference questionnaire.**

**Instructions for Reference:** Please return the completed form (via email) to Procurement Officer Victor Sainz at Victor.Sainz@phoenix.gov. Please include the solicitation #, and the name of the offeror in the email subject line. This reference form must be received by the Procurement Officer no later than the solicitation deadline: **10:00 a.m. Phoenix local time on, February 20, 2025.**

If you are unable or unwilling to complete the reference questionnaire, please notify the company that sent you this reference form as soon as possible so they may select another reference.

**2. Information to be filled out by Offeror's Reference:**

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

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

Contact Email: \_\_\_\_\_

Contact Phone No.: \_\_\_\_\_

Contract No. (if applicable) \_\_\_\_\_

Contract Description: \_\_\_\_\_

Aggregate Spend of Contract	Begin Date:	End Date:
What goods/services did the vendor provide your organization?		
Contractor's Performance: <input type="checkbox"/> In Good Standing: <input type="checkbox"/> Not In Good Standing		



City of Phoenix

A person or organization in **good standing** is regarded as having complied with all their explicit obligations, while not being subject to any form of sanction, suspension or disciplinary censure.

### 3. Reference Questionnaire

1. Did the vendor's method help your company regarding accomplishing a similar scope of work?  
 No  
 To the extent expected  
 More than expected
2. Did the vendor provide its services and deliverables in a timely manner?  
 No, almost always late  
 Fairly timely  
 Yes, on time or better
3. How effectively did the vendor work with you and your project staff?  
 Less than expected  
 To the extent expected  
 More than expected
4. How would you rate the vendor's responsiveness to questions and issues raised during the contract period?  
 Less than expected  
 To the extent expected  
 More than expected
5. How would you rate the vendor's technical knowledge and ability to provide creative solutions?  
 Less than expected  
 To the extent expected  
 More than expected

Please provide any additional comments below:

**Please print, sign, date and return the form to the Procurement Officer listed on the preceding page. The form may be signed with an electronic signature. If signed electronically, it must be signed from a verifiable source, such as Adobe Sign, DocuSign or a similar verifiable software program.**

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Signature

Date

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Print Name

Title