



REQUEST FOR PROPOSAL - GOODS AND SERVICES

RFP-2425-WCS-672

WSD UTILITY DOCUMENT PRINT, MAIL, ARCHIVE AND RETRIEVAL
SERVICES

City of Phoenix Water Services
200 W. Washington Street, 9TH Fl
Phoenix, AZ. 85003

RELEASE DATE: February 13, 2025
DEADLINE FOR QUESTIONS: February 27, 2025
RESPONSE DEADLINE: March 6, 2025, 2:00 pm

City of Phoenix
REQUEST FOR PROPOSAL - RFP-2425-WCS-672
WSD Utility Document Print, Mail, Archive and Retrieval Services

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Attachments:

- A - Submittals - Offer Page rev 11-2024
- B - Submittals - Conflict of Interest and Transparency rev 2-2023
- C – Submittals - Costs and Payments rev 2-2023
- D - Submittals - Debarment & Exclusion rev 2-2023
- E - Submittals - Place of Business rev 2-2023
- F - Submittals - Certification of Recycled Products rev 2-2023
- G - Submittals - Addenda Certification
- H - Submittals - Acceptance_Form_2024
- I - Submittals – Pricing Schedule
- J – Submittals - References

Exhibits:

- Exhibit 1 - Sample City of Phoenix Bills and Letters
- Exhibit 2 - Service Level Agreement

1. Introduction

1.1. Summary

The City of Phoenix provides water and sewer services to the physical addresses within the City's limits. The City seeks to outsource production of utility bills and letters, postal mailing services and paperless billing services, electronic document storage, and electronic document retrieval services the estimated document volume below. **The successful Offeror will not be responsible for providing utility bill payments services.**

The WSD has approximately 1400 employees within 14 divisions, over 380 work sites and 12 physical locations. Of the total number of employees, 130 are in Water Customer Services Division. The Water Customer Services Division fields approximately 5,000 calls per day and manages approximately 465,000 accounts that service 1.5 million customers. Each customer receives a monthly bill for his or her water, sewer, and trash. In addition, the City issues approximately 29,250 letters monthly. The Customer Services Division is committed to providing all of our customers with the highest quality and service.

1.2. Contact Information

Steve De La Huerta

Contract Specialist II * Lead

200 W. Washington Street

Phoenix, AZ 85003

Email: steve.delahuerta@phoenix.gov

Phone: [\(602\) 261-8812](tel:(602)261-8812)

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 (Steve De La Huerta) at (602) 261-8812/Voice or 711/TTY, or steve.delahuerta@phoenix.gov, no later than two (2) weeks prior to the meeting.

Solicitation Issue Date	February 13, 2025
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<p>Pre-Offer Conference (Non-Mandatory)</p>	<p>February 20, 2025, 10:00am</p> <p>When it's time, join your Webex meeting here.</p> <p>Join meeting</p> <p>More ways to join:</p> <p>Join from the meeting link</p> <p>https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=m05926aa0ce43b0e3d9f993674042e0ac</p> <p>Join by meeting number Meeting number (access code): 2632 790 6700</p> <p>Tap to join from a mobile device (attendees only) +1-415-655-0001,,26327906700## US Toll</p> <p>Join by phone +1-415-655-0001 US Toll Global call-in numbers</p> <p>Join from a video system or application Dial 26327906700@cityofphoenix.webex.com You can also dial 173.243.2.68 and enter your meeting number.</p> <p>If you are a host, click here and login site to view host information.</p> <p>Need help? Go to https://help.webex.com</p>
<p>Written Inquiries Due Date</p>	<p>February 27, 2025, 2:00pm</p>
<p>Offer Due Date</p>	<p>March 6, 2025, 2:00pm</p> <p>wsdprocurement@phoenix.gov</p>

2. Instructions

2.1. Description – Statement of Need

The City of Phoenix invites sealed offers for WSD utility document print, mail, archive and retrieval services for a seven-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

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

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

All time periods stated as a number of days will be calendar days.

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

- A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
- B. Study and carefully correlate Offeror’s knowledge and observations with the solicitation and other related data.
- C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.
- D. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and

economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.

- E. Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.
- F. Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.
- G. Prices will be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.
- H. Responses shall be limited to no more than 30 pages excluding resumes, reference questionnaires, and the fee schedule. Pages exceeding the 30-page limit, will not be taken into consideration during the evaluation process.

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 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. Responses shall be limited to no more than 30 pages excluding resumes, reference questionnaires, and the fee schedule. Pages exceeding the 30-page limit, will not be taken into consideration during the evaluation process.
 8. 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.
- B. If available for this solicitation, submitted electronically by file transfer site. For instructions to upload a digital offer, Offeror must first indicate its intent to apply (and submit a completed "intent to apply" form, if provided in the solicitation) by email to NO VALUE 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. It is the responsibility of the Offeror to ensure that the Offer 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 upload as received/stamped by the City's file transfer site 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

Method of Approach	400 pts
Capacity and Capabilities	220 pts
Qualifications and Experience	200 pts
Price (Price Proposal) - Attachment	180 pts

2.16. Pre-Award Qualifications

Offeror must demonstrate comprehensive knowledge of image printing, reporting, postal compliant mail services, document archiving and document retrieval.

- A. Offeror's solution must include non-repudiation audit trails, bank-level encryption, tamper-proof certificates, chain of custody, and multi-factor authentication by contract execution date.
- B. Offeror must have a minimum of five (5) years' experience in providing services of similar scope and complexity to other municipalities or public utility organizations.
- C. Offeror must have been in operation a minimum of 5 years. The Offeror's normal business activity during the past 5 years will have been for providing the goods or services in this solicitation.
- D. Upon notification of an intent to award, the Offeror will have ten calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this agreement. Insurance requirements are non-negotiable.

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.

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. OVERVIEW

The City currently has approximately 460,000 utility customers and sends approximately 24,000 utility bills per day. Each customer is billed on a monthly basis. The approximate number of utility bills sent out annually is 5.4 million.

The City bills utility customers through the Oracle Utilities Customer Care and Billing (CC&B) application. The City is currently operating under CC&B version 2.9.

The City qualifies for the automated first-class address-certified, carrier route postage rates. The City anticipates the Offeror will provide sufficient services to integrate the City's data into the City's document templates. Additionally, the Offeror will allow for periodic modification of the document templates at the City's request.

The City's primary goal is to obtain City Services utility document print, mail, archive, and retrieval services from an experienced firm committed to reliable, accurate and easy to use services. A secondary goal is to engage the firm in other support functions that allow the City to maintain its efficient use of technology and explore new advances in bill printing functions.

The City of Phoenix provides water and sewer services to the physical addresses within the City's limits. The City seeks to outsource production of utility bills and letters, postal mailing services and paperless billing services, electronic document storage, and electronic document retrieval services the estimated document volume below. **The successful Offeror will not be responsible for providing utility bill payments services.**

3.2. GENERAL BILL INSERT SCHEDULE

City provided inserts will be delivered a minimum of five (5) days in advance of expected insertion date. Designs for vendor printed inserts will be provided a minimum of seven (7) days in advance of expected insertion date.

- Date (Monthly): December 15th

3.3. SCOPE OF WORK

The Contractor shall provide the technology, printing, mailing, expertise, and experience for the daily production and mailing of utility bills and letters, including, but not limited to, the following tasks:

3.4. FILE TRANSFER AND DATA PROCESSING REQUIREMENTS

- A. Provide a secure site-to-site VPN tunnel to be used for all communication between City and Offeror servers/systems. Data files must be transferred using SFTP. Web traffic will use https.
- B. Provide a system that supports billing and letter formats as designed by the City (sample documents are attached in Exhibit 1).

- C. Have the ability to create bill and letter document files in data-driven approved file layouts within two hours of data file receipt.
- D. Place an intelligent mail barcode with the address on each document produced.
- E. Have the ability to produce documents with:
 - 1. Intelligent bill messages based on customer type
 - 2. Logos
 - 3. Usage history graphs
 - 4. Multiple page bills as needed
- F. Have the ability to detect duplicate file transmissions that the City may have sent erroneously prior to processing documents.
- G. Have the ability to suppress printing of utility bills and letters for certain customers on a one-time or ongoing basis.
- H. Provide a secure (https with username and password authentication) web-based interface for the City to:
 - 1. Track the status of job types through the production process
 - 2. View reports
 - 3. Manage inserts
 - 4. View and approve certain bills online before they are printed and mailed
 - 5. Manage ad hoc messages displayed on job output

3.5. MATERIAL REQUIREMENTS

The Contractor shall provide including, but not limited to, the following task:

- A. While all Utility bills are printed with black ink, inserts may be any combination of black, greyscale or color depending on in the insert. The documents must be printed with a minimum 600 x 600 dpi on white 8.5" x 11", 24 lb. paper with a brightness factor to allow a contrast ratio of paper to print to ensure reliable OCR scanning. Bills will be printed duplex.
 - 1. The logo is not pre-printed. The logo and other design elements are printed in single color (black). This may change in the future as required by the City.
- B. Envelopes shall be the following:
 - 1. #10, 20 lb, white single window mailing envelope with City of Phoenix return address mail permit and City logo
 - 2. #9 20lb white single window return envelopes, preprinted with the City of Phoenix address. Return #9 white envelopes shall not include return postage.
 - 3. The City of Phoenix logo is a single color.
 - 4. The rest of the envelope is printed in black, with the exception of the envelope interior which contains light blue text. These may change in the future as required by the City.
- C. Furnish and warehouse all forms and envelopes used to produce bills and letters at its Arizona location.

- D. Print City of Phoenix utility bills and letters with coupons that, along with the envelope and inserts, weighs one ounce or less on perforated forms that Z-fold to fit into #10 single window envelopes (perforation at the bottom third for remittance portion of statement).
- E. Print the first page of City of Phoenix large utility bills on a perforated form (perforation at the bottom third for remittance portion of statement) and the remaining pages on white 8.5" x 11", 24 lb. paper. Large utility bills are mailed in a 9x12 manila envelope with City of Phoenix return address, mail permit and City logo, and include #9 20lb white single window return envelopes, preprinted with the City of Phoenix address. Return #9 white envelopes shall not include return postage. Only the first page of a bill has a "back of the bill image". All subsequent pages will contain only account specific information on both front and back.
- F. Have the capability to accept and warehouse, in climate-controlled conditions, inserts printed for the City by other suppliers.
- G. Have the capability to provide printing services for newsletters and other inserts in-house.
- H. Have the ability to use intelligent inserting to:
 - 1. Exclude a return envelope for certain customers on a one-time or ongoing basis.
 - 2. Insert inserts with mailed billing documents to data-defined recipients, with the number of inserts limited in order to maintain one-ounce postage rates.
 - 3. Combine printed documents with the same name and mailing address into the minimum number of envelopes possible while maintaining one-ounce postage rates.

3.6. DOCUMENT ARCHIVE AND RETRIEVAL REQUIREMENTS

The Contractor shall provide including, but not limited to, the following task:

- A. Archive all document images produced as PDF files. PDF files must be available for retrieval on the same day that PDF files are generated.
- B. Host offeror-produced electronic and City-provided historic bill and letter documents for a period up to 48 months.
- C. Purge all documents more than 36 months old each July 1st.
- D. The City of Phoenix launched a new customer portal in October 2024. This portal incorporates bill and letter presentation capability. The selected vendor will provide modern system interfaces that will allow the City of Phoenix portal to display bills and letters. The selected vendor will host the bill images, letter images and associated index lists.
- E. Provide web services to:
 - 1. Provide a list of available customer-specific documents that were created within the last 24 months for customer retrieval.
 - 2. Provide a list of all documents available for a specific customer for inquiries by Customer Service Representatives.
 - 3. Retrieve a specific document.
- 2. In compliance with the State of Arizona Imaging Technology. Records, Documents, and Recordkeeping Requirements. <https://azlibrary.gov/arm/guidance-standards-and-statutes>

3.7. USPS PRESORT AND MAIL REQUIREMENTS

The Contractor shall provide including, but not limited to, the following task:

- A. Use U.S. Postal Service (USPS) approved software for "Coding Accuracy Support System" (CASS) and "Presort Accuracy Validation & Evaluation" (PAVE).
- B. Provide address correction (scrubbing) and proofing capabilities, address validation, and address correction service.
- C. Use National Change of Address Link (NCOALink) to correct and deliver mail to all addresses that have been updated in the USPS database.
- D. Print, insert, meter, and mail via lowest discount rate the completed bills for delivery to the U.S. Postal Service no later than 24 hours after a data file has been sent by the City.
- E. Deliver mail in trays that contain only City bills and letters to the USPS. Do not intermingle City's mail with mail from other clients.
- F. Invoice the City for postage at cost on a monthly basis, providing counts of regular bills, large bills, and letters mailed.

3.8. REPORTING REQUIREMENTS

The Contractor shall provide including, but not limited to, the following task:

- A. Provide, through a secure (https with username and password authentication) web-based interface with export and download capabilities, the following reports on a daily basis:
 1. Provide forwarding and corrected addresses with:
 - a. Customer Name
 - b. Utility Account Number
 - c. Previous Address
 - d. New Address
 2. Provide undeliverable mailing addresses with:
 - a. Customer Name
 - b. Utility Account Number
 - c. Undeliverable Address
 3. Provide postage summary
 4. Provide bundled (mailing) summary
 5. Provide count of:
 - a. Bills documents created
 - b. Intercept bill documents created
 - c. Letters created by letter type
 - d. Regular bills printed
 - e. Large bills printed
 - f. Letters printed by letter type

3.9. INITIAL SYSTEM SETUP AND TESTING

The Contractor shall provide including, but not limited to, the following task:

- A. Provide a dedicated project manager during the system setup and testing phase.
- B. Develop a detailed project plan that includes timelines, milestones, resource allocation, and communication strategies.
- C. Define the technical and functional requirements for the paperless billing system.
- D. Provide weekly status updates during all project implementations.
- E. Complete programming service for initial bill and letter design templates (see Exhibit 1 for document template samples).
- F. Provide an automated test environment that:
 1. Securely receives data files.
 2. Creates electronic documents for the data provided using the bill and letter templates provided.
 3. Provide real-time system interfaces to City of Phoenix approved servers.
 4. Provide real-time system interfaces to display customer specific-documents within 24 hours of receipt of bill and letter files.
 5. Provide real-time system interfaces to list all documents available for a specific customer for inquiries by Customer Service Representatives.
 6. Provide real-time system interfaces to retrieve a specific document.
- G. Load City-provided historical PDF letters and bills with index data (average 900kb each), up to 48 months of documents per customer, into the Offeror's archived document system. There are approximately 16 million historical pdf documents that will need to be loaded on the servers. This task must be completed no later than two months prior to going live.

3.10. DOCUMENT TEMPLATE ADDITIONS AND CHANGES

The Contractor shall provide including, but not limited to, the following task:

- A. Provide capability to implement routine and emergency changes to bill and letter document templates and to implement new bill or letter document templates.
- B. Provide testing of document design changes and new documents in a separate off-line environment.

3.11. CUSTOMER SERVICE REQUIREMENTS

The Contractor shall provide including, but not limited to, the following task:

- A. Provide unlimited customer support for the City during the hours of 8:00 am - 5:00 pm, Arizona time. Telephone calls must be answered within 2 minutes. Email inquiries must be answered within 24 hours.
- B. Provide procedures for after-hours support for the City. Calls must be returned within 2 hours of being placed.
- C. Offeror shall provide the trouble management process including problem reporting, assignment, escalation, and resolution.

- D. Provide a list of company holidays.
- E. Provide at least one dedicated point of contact to address City issues and requirements after the testing phase is complete.

3.12. OPERATIONS REQUIREMENTS

The Contractor shall:

- A. Be a full-service supplier that prints, inserts, and mails documents at one facility, preferably located in the state of Arizona. All work shall be performed at a location that provides security and supervision from start to finish, including a well-defined quality assurance program. The Quality Assurance program shall describe the strategy and controls currently employed to ensure consistency to deliver products and services that meets the requirements of this agreement.
- B. Have a predominant business function that is imaging/printing and/or complete mailing services with preference given to Offeror that is able to provide: design, printing, reporting, postal compliant mailing services, document archiving, and document retrieval in a complete service solution.
 - A. Printing must be equivalent to laser imaging quality, and it must be high-speed.
- C. Have a written disaster recovery program in place for the City's review that ensures uninterrupted service to the City. The disaster recovery plan should include a variety of elements, such as goals, communication plans, and recovery procedures.
- D. Store all envelopes and stationery in climate-controlled conditions.
- E. maintain internal control of the City's customer data and not compromise, sell, or share customer data.
- F. Provide a single point of contact to work with City personnel during the initial setup and testing phase, during routine bill printing cycles, to coordinate inserts, and to coordinate document additions or design changes.
- G. Delivery services in accordance with the service level agreement (SLA).

5. Standard Terms and Conditions

5.1. Definition of Key Words Used in the Solicitation

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

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

May: Indicates something that is not mandatory but permissible.

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

"A.R.S." Arizona Revised Statute

"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.

5.2. Contract Interpretation

- A. **Applicable Law:** This Contract will be governed by the law of the State of Arizona, and suits pertaining to this Contract will be brought only in Federal or State courts in Maricopa County, State of Arizona.
- B. **Contract Order of Precedence:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:
1. Federal terms and conditions, if any
 2. Special terms and conditions
 3. Standard terms and conditions
 4. Amendments
 5. Statement or scope of work
 6. Specifications
 7. Attachments
 8. 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.

5.3. Contract Administration and Operation

- A. **Records:** All books, accounts, reports, files and other records relating to the contract will be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City. Confidentiality will be maintained, and City will not violate any proprietary or other confidentiality agreements 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.

5.4. 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.

5.5. 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.

5.6. 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.

5.7. 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:** If applicable, payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
- E. **No Advance Payments:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the Scope of work for subscription services.
- F. **Fund Appropriation Contingency:** 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 being the determination of the City Council at the time of the adoption of the budget.

- G. **Maximum Prices:** The City will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price 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. **F.O.B. Point:** All prices are to be quoted F.O.B. destination, unless specified elsewhere in this solicitation.

5.8. Contract Changes

- A. **Contract Amendments:** Whenever an addition, deletion or alteration to the Services described in the SCOPE OF WORK substantially changes the Scope of Work thereby materially increasing or decreasing the cost of performance, a supplemental agreement must first be approved in writing by the City and Contractor before such addition, deletion or alteration will be performed. Changes to the Services may be made and the compensation to be paid to Contractor may be adjusted by mutual agreement, but in no event may the compensation exceed the amount authorized without further written authorization. It is specifically understood and agreed that no claim for extra work done or materials furnished by Contractor will be allowed except as provided herein, nor will Contractor do any work or furnish any materials not covered by this Agreement unless first authorized in writing. Any work or materials furnished by Contractor without prior written authorization will be at Contractor's risk, cost and expense, and Contractor agrees to submit no claim for compensation or reimbursement for additional work done or materials furnished without prior written authorization.
- B. **Non-Assignability:** This Agreement is in the nature of a personal services contract and Consultant shall have no power to assign this Agreement, including any right, duty, or obligation of Consultant under this Agreement, without the prior written consent of the City. Consultant shall not subcontract with any third party for any component of the Services without the prior written consent of the City. Any attempt to assign or subcontract without the City's prior written consent shall be void. An essential consideration provided to the City by Consultant to induce the City to enter into the Agreement is Consultant's representation that the individual(s) performing services shall include Consultant's principals as selected through the Qualified Vendor solicitation process. Therefore, should such named individual(s) sever their relationship with Consultant, or otherwise be unavailable to carry out Consultant's duties under this Agreement for a period of time deemed to be excessive by the City in its sole and absolute discretion, then the City may, without notice, immediately terminate this Agreement for cause.

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

5.9. 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.

5.10. 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.

5.11. 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.

5.12. Notice

Any notice, consent or other communication ("Notice") required or permitted under this Agreement will be in writing and either: (1) delivered in person; (2) sent via e-mail, return receipt requested; (3) sent via facsimile transmission; (4) deposited with any commercial air courier or express delivery service; or (5) deposited in the United States mail, postage prepaid.

5.13. 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.

5.14. Conflicts of Interest

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

5.15. Waiver of Claims for Anticipated Profits

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

5.16. State and Local Transaction Privilege Taxes

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

submitted, the Offer is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability. If the City finds over payment of a project due to tax consideration that was not due, the Contractor will be liable to the City for that amount, and by contracting with the City, the Contractor agrees to remit any overpayments back to the City for miscalculations on taxes included in an offer price.

5.17. Tax Indemnification

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

5.18. Tax Responsibility Qualification

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

5.19. No Israel Boycott

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

5.20. No Forced Labor of Ethnic Uyghurs

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

of any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.21. Advertising

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

5.22. Strict Performance

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

5.23. Authorized Changes

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

5.24. 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).

5.25. 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.

6. Special Terms and Conditions

6.1. 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. This Contract includes two (2) one-year options to extend the term, for an aggregate seven (7) years, which may be exercised by the sole discretion of the City.

6.3. 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 90 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.

6.4. 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.

6.5. Method of Invoicing

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

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

6.6. Method of Payment

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

6.7. Partial Payments

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

6.8. Supplier Profile Changes

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

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

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

6.10. Suspensions of Work

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

6.11. Hours of Work

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

6.12. Post Award Conference

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

6.13. Performance Interference

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

6.14. 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.

6.15. Exclusive Possession

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

6.16. Licenses and Permits

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

6.17. Contacts with Third Parties

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

6.18. SBE / DBE Utilization

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

6.19. Fiscal Year Clause

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

6.20. 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.

6.21. Professional Competency

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

6.22. Specific Performance

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

6.23. 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.

6.24. Public Records

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

6.25. Industry Standards

It is intended that the manufacturer in the selection of components will use material and design practices that are the best available in the industry for the type of operating conditions to which the item will be subjected. Component parts shall be selected to give maximum performance, service life and safety and not merely meet the minimum requirements of this specification. All

parts, equipment and accessories shall conform in strength, quality of material and workmanship to recognized industry standards.

The term “heavy duty” if used in these specifications shall mean that the item to which the term is applied shall exceed the usual quantity, quality, or capacity supplied with standard production items and it shall be able to withstand unusual straining, exposure, temperature, wear and use.

The City reserves the right to waive minor variations if, in the opinion of the City’s authorized Department representative, the basic unit meets the general intent of these specifications.

The product offered shall not include a major component that is of a prototype nature or has not been in production for a sufficient length of time to demonstrate reliability.

If the specifications stated herein for component items do not comply with legal requirements, the Contractor shall so notify the City prior to the offer opening due date.

6.26. Inspection and Acceptance

Each product delivered shall be subject to complete inspection by the City prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Ten business days will be allowed for this process. If delivered items are unacceptable and returned to the Contractor prior to acceptance, an additional five business days will be allowed for inspection when subsequent delivery occurs. It shall be the Contractor’s responsibility to pick up unacceptable products, correct the deficiencies, and return the product following the corrections.

6.27. Pre-Delivery Inspection

Onsite inspection of the first unit may be required before delivery. The City reserves the right to inspect the first unit at the factory. This pre-delivery inspection does not constitute final acceptance of the product.

6.28. Samples

Upon request, Offerors are required to furnish a sample of the goods to be supplied. Any sample submitted shall create an express warranty that the whole of the goods shall conform to the sample submitted. All samples become the property of the City unless designated otherwise by the Offeror.

6.29. 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.

6.30. 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.

6.31. Transition of Contract

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

6.34. Types of Work Supervision

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

6.35. 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.

6.36. 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.

6.37. 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.

6.38. 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.

6.39. 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.

6.40. 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.

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

6.47. Additional Maximum Risk Background Checks

Maximum screening will additionally require:

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

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

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

- A. determining whether Contract Worker(s) are disqualified from performing work for the City for maximum risk level background checks; and,
- B. submitting pass/fail results to the City for approval; and,
- C. reviewing the results of the background check every three to five years, dependent on scope; and,
- D. to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
- E. Submitting the list of qualified Contract Workers to the contracting department; and,
- F. If, upon review of the background information, the City will advise the Contractor if it believes a Contract Worker should be disqualified. The Contractor will evaluate the Contract Worker and if the Contractor believes that there are extenuating circumstances that suggest that the person should not be disqualified, the Contractor will discuss those circumstances with the contracting department. The contracting department decision on disqualification of a Contract Worker is final.
- G. For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.
- H. By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current.
- I. The City final documented decision will be an “approve” or “deny” for identified Contract Workers.
- J. The City will not keep records related to background checks once they are confirmed. Information to verify the results will be returned to the Contractor, or any contracted agency that assists with review, after the City’s completed review.
- K. By executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all such background screening requirements for the maximum risk background screening, and verified legal worker status, as required.

- L. Contract Workers will not apply for the appropriate City of Phoenix identification and access badge or keys until Contractor has received the City's written acceptance of Contract Worker's maximum risk background screening. The City may, in its sole discretion, accept or reject any or all the Contract Workers proposed by Contractor for performing work under this Agreement. A Contract Worker rejected for work at a maximum risk level under this agreement will not be proposed to perform work under other city contracts or engagements without city's prior written approval.
- M. The 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.
- N. 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.
- O. The City may, at any time, in its sole discretion, refuse to allow an employee access to an area for any of the following reasons, but not limited to:
 - 1. Conviction of a felony.
 - 2. Conviction of a misdemeanor (not including traffic or parking violation).
 - 3. Any outstanding warrants (including traffic and parking violations).
 - 4. A person currently on parole or probation.
 - 5. A person currently involved in an investigation.

6.49. Confidentiality

"Confidential Information" means all non-public, confidential, sensitive, or proprietary information disclosed or made available by City to Contractor or its affiliates, employees, contractors, partners, or agents (collectively "Recipient"), whether disclosed before or after the Effective Date, whether disclosed orally, in writing, or via permitted electronic access, and whether or not marked, designated, or otherwise identified as confidential. Confidential Information includes, but is not limited to: user contents, electronic data, meta data, employment data, network configurations, information security practices, business operations, strategic plans, financial accounts, personally identifiable information, protected health information, protected criminal justice information, and any other information that by the nature and circumstance of the disclosure should be deemed confidential. Confidential Information does not include this document or information that: (a) is now or subsequently becomes generally available to the public through no wrongful act or

omission of Recipient; (b) Recipient can demonstrate by its written records to lawfully have had in its possession prior to receiving such information from the City; (c) Recipient can demonstrate by its written records to have been independently developed by Recipient without direct or indirect use of any Confidential Information; (d) Recipient lawfully obtains from a third party who has the right to transfer or disclose it; or (e) the City has approved in writing for disclosure.

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

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

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

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

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

6.50. Data Protection

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

As between the parties, the City is the data controller and owner of PII and Contractor is a data processor. In this Section, the term "process," "processing," or its other variants shall mean: an

operation or set of operations which is performed on PII, whether or not by automated means, including without limitation: collection, recording, copying, analyzing, caching, organizing, structuring, storage, adaptation, alteration, retrieval, transmission, dissemination, alignment, combination, restriction, erasure, or destruction.

- A. When Contractor processes PII pursuant to the Agreement, Contractor shall, at no additional cost to the City:
1. process PII only within the United States and only in accordance with the Agreement and not for Contractor's own purposes, including product research, product development, marketing, or commercial data mining, even if the City's data has been aggregated, anonymized, or pseudonymized;
 2. implement and maintain appropriate technical and organizational measures to protect PII against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including at a minimum, and as applicable, those measures specified by the National Institute of Standards and Technology (NIST) SP800-53; A.R.S. § 18-552 (Notification of Security System Breaches); A.R.S. § 44-7601 (Discard and Disposal of Personal Identifying Information Records); Health Information Technology for Economic and Clinical Health (HITECH) Act; Payment Card Industry Data Security Standards; and good industry practice; (When considering what measures are appropriate and in line with good industry practice, Contractor shall keep abreast of current regulatory trends in data security and the state of technological development to ensure a level of security appropriate to the nature of the data to be protected and the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction, damage, theft, alteration or disclosure. At minimum, Contractor will timely remediate any vulnerabilities found within its network that are rated medium or more critical by the Common Vulnerability Scoring System (CVSS); however, Contractor must remediate vulnerabilities that are rated critical within 14 days and vulnerabilities that are rated high within 30 days. If requested by the City, Contractor shall promptly provide a written description of the technical and organizational methods it employs for processing PII.)
 3. not subcontract any processing of PII to any third party (including affiliates, group companies or sub-contractors) without the prior written consent of the City; and Contractor shall remain fully liable to the City for any processing of PII conducted by a sub-processor appointed by Contractor;
 4. as applicable, implement and maintain appropriate policies and procedures to manage payment card service providers with whom Contractor shares sensitive financial information or cardholder data; and provide the City with a Qualified Security Assessor Attestation of Compliance for Payment Card Industry Data Security Standards on an annual basis, but no later than within 30 days of attestation report completion;

5. take reasonable steps to ensure the competence and reliability of Contractor's personnel or sub-processor who have access to the PII, including verifications and background checks appropriate to the security level required for such data access;
 6. maintain written records of all information reasonably necessary to demonstrate Contractor's compliance with this Agreement and applicable laws;
 7. allow the City or its authorized agents to conduct audit inspection during the term of the Agreement, but no more than once per year, which may include providing access to the premises, documents, resources, personnel Contractor or Contractor's sub-contractors use in connection with the Services; provided however, the City may at its sole discretion accept a qualified and industry recognized independent third-party assessment report or certification (such as SSAE 18 SOC 2 or ISO/IEC 27001) provided by Contractor at no cost to the City in lieu of the audit inspection rights of this Section;
- B. If the Contractor becomes aware of any actual or potential data breach (each an "Incident") arising from Contractor's processing obligations pursuant to the Agreement, Contractor shall notify the City at SOC@phoenix.gov without undue delay within 48 hours; and:
1. provide the City with a detailed description of the Incident, the type of data that was the subject of the Incident, and the identity of each affected person as soon as such information can be collected or otherwise becomes available;
 2. take action immediately, at Contractor's own expense, to investigate the Incident and to identify, prevent, and mitigate the effects of the Incident and to carry out any recovery or other action necessary to remedy the Incident;
 3. cooperate with the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable laws or as otherwise required by the City; and
 4. not directly contact any individuals who may be impacted by the Incident or release or publish any filing, communication, notice, press release, or report concerning the Incident without the City's prior written approval (except where required to do so by applicable laws).

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

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

6.51. 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.

6.52. Intellectual Property Rights

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

7. Defense and Indemnification

7.1. Standard General Defense and Indemnification

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

7.2. Technology Software and Hardware Contracts

INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK

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

The Contractor’s obligation to indemnify, defend, and hold harmless the City pursuant to this subsection shall be reduced to the extent the applicable infringement is caused or alleged to be caused by the alteration or modification of the Technology Assets by the City (including its

employees and contractors other than the Contractor and its subcontractors) other than in connection with the ordinary or expected use of the Technology Assets.

8. Insurance Requirements

8.1. Contractor's Insurance

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

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

8.2. Scope and Limits of Insurance

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

8.3. Commercial General Liability – Occurrence Form

General Aggregate \$2,000,000

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

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

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

8.4. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability:

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

- Policy must contain a waiver of subrogation against the City of Phoenix.

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

8.5. Technology Errors and Omissions Liability

Each Claim \$1,000,000

Annual Aggregate \$1,000,000

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

8.6. Network Security and Privacy Liability

Each Claim \$1,000,000

Annual Aggregate \$1,000,000

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

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

8.7. Notice of Cancellation

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

8.8. Acceptability of Insurers

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

8.9. Subcontractors

Contractor's certificates shall include all subcontractors as additional insureds under its policies **OR** Contractor shall be responsible for ensuring and verifying that all subcontractors have valid and collectable insurance. At any time throughout the life of the contract, the City of Phoenix reserves the right to require proof from the Contractor that its subcontractors have insurance

coverage. All subcontractors providing services included under this Contract's Scope of Services are subject to the insurance coverages identified above and must include the City of Phoenix as an additional insured. In certain circumstances, the Contractor may, on behalf of its subcontractors, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Contractor assumes liability for all subcontractors with respect to this Contract.

8.10. Approval

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

9. Submittals

9.1. Copies

- A. Please submit one electronic copy 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.
- B. Responses shall be limited to no more than 30 pages excluding resumes, reference questionnaires, and the fee schedule. Pages exceeding the 30-page limit, will not be taken into consideration during the evaluation process.

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).

9.2. Solicitation Response Check List

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

The written offer should be:

- Typewritten for ease of evaluation
 - Signed by an authorized representative of the Offeror
 - Submitted with contact information for the individual(s) authorized to negotiate with the City
- A. Offeror's Proposal - A detailed proposal describing the firm or individual's qualifications and experience responsive to the requirements of the solicitation and evaluation criteria.
 - B. Pricing Proposal - A completed pricing proposal with all requested prices, quantities, and/or discounts completed.
 - C. Submittal Forms - All submittal forms are completed and signed.
 - D. Addenda - Signed copies of all published addenda.

Note: Responses shall be limited to no more than 30 pages excluding resumes, reference questionnaires, and the Pricing Proposal. Pages exceeding the 30-page limit, will not be taken into consideration during the evaluation process.

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.

9.3. Additional Quantities

The City anticipates considerable activity under the resultant contract(s). However, no guarantee can be made as to actual WSD utility document print, mail, archive and retrieval services, that will be purchased under this contract. The City reserves the right to add, change or delete quantities or items as circumstances may require.

Note: Offers taking exception to this option for additional quantities clause shall indicate in their offer.

9.4. Evaluation Questionnaire

Offeror shall provide a detailed narrative response to each item 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. **Responses shall be limited to no more than 30 pages excluding resumes, reference questionnaires, and the Pricing Proposal. Pages exceeding the 30-page limit, will not be taken into consideration during the evaluation process.** The narrative response shall address the following items:

1. Describe Offeror's experience in setting up a site-to-site VPN tunnel outlined in Scope of Work Section 3.4 (A)
2. Describe Offeror's ability to support the City's bill and letter format as well as provide response time to create a bill and letter document file in data-driven approved file layouts upon data file receipt outlined in Scope of Work Section 3.4 (B, C)
3. Describe proposed method of meeting the requirements File Transfer and Data Processing requirements outlined in Scope of Work Section 3.4, (F-H).
4. Describe Offeror's capability to provide printing services for newsletters and other inserts in-house outlined in the Scope of Work Section 3.5 (F, G).
5. Provide a PDF example of complete utility bill with return envelope demonstrating intelligent mail bar code outlined in Scope of Work Section 3.4 (D,E).
6. Describe Offeror's archiving and retrieval methods outlined in the Scope of Work Section 3.6 (A-E).
7. Describe Offeror's capability for meeting the requirements USPS Presort and Mail Requirements outlined in the Scope of Work Section 3.7 (A-F).
8. Describe Offeror's capability for meeting Reporting Requirements outlined in the Scope of Work Section 3.8 (A).
 - a. Provide samples of reports created for other customers.
9. Provide project plan including proposed milestones and schedule for initial system setup and testing outlined in the Scope of Work Section 3.9 (B)
 - a. Plan should include weekly status updates during project implementation.
10. Describe the Offeror's technical and functional requirement for a paperless billing system outlined in the Scope of Work Section 3.9 (C).
11. Provide a detailed testing strategy to include thorough testing of all transactions and processes used by the City. The test strategy shall include, but not be limited to, individual detailed transactions using account information, parallel testing and system testing of processes, interfaces, and conversions. The test strategy should also include methods for verifying the accuracy of information related to transaction

- processing, interfaces, data conversion, reports, and account history outlined in the Scope of Work Section 3.9 (F).
12. Describe Offeror's capability to implement routine and emergency changes to bill and letter document templates and to implement new bill or letter document templates outlined in the Scope of Work Section 3.10 (A, B).
 13. Describe Offeror's capability of providing customer support services including the after-hour support and company holidays outlined in the Scope of Work Section 3.11 (A, B, D).
 14. Describe Offeror's trouble management process including problem reporting, assignment, escalation, and resolution outlined in the Scope of Work Section 3.11 (C).
 15. Describe Offeror's proposed method of meeting Operations Requirements outlined in the Scope of Work Section 3.12 (A).
 16. Describe how the Offeror's quality assurance program meets the requirements outlined in the Scope of Work Section 3.12 (A).
 17. Provide copy of written disaster recovery program written disaster recovery program that ensures uninterrupted service to the city outlined in the Scope of Work Section 3.12 (C).
 18. Company Experience: Describe the Organization's overall experience providing the services as outlined in Scope of Work.

Responses must include:

- a. Number of years in business
- b. Company Background (e.g., ownership, officers and directors, etc.)
- c. Provide location of facility used for printing, inserting, and mailing documents outlined in the Scope of Work Section 3.12 (B).
- d. Describe the Offeror's experience in providing services to large public entities or large corporate entities. List other government contracts that you have now or have had in the past 5 years.
- e. Describe previous projects (not to exceed 3) which best illustrate the firm's qualifications for the scope of the services; identifying any projects accomplished by current staff while conducted under the employment of others. Projects must have been of similar size and complexity and demonstrate the Offeror's ability and experience to successfully perform the City's requested services. Provide a description of the project, project location, requirements, and approach.
- f. Subcontractors: If a subcontractor will be proposed, Discuss the experience and qualifications of each proposed subcontractor in providing Scope of Work. For each subcontractor, response must include the following information:
 1. Provide name, address, and references for each subcontractor that will be providing the services.
 2. Explain the type of work each subcontractor will perform under the Contract, and their approximate percentage of the total Contract work.
 3. Describe in detail the quality assurance methods and quality control measures that Contractor will use to ensure that Subcontractor(s) work meets the Contract requirements.

19. Key Personnel: Provide resumes that describe the relevant background and experience of proposed key personnel. Responses must include:
- a. A detailed organizational chart of the proposed project team.
 - b. Identify the dedicated project manager for initial system setup and testing phase outlined in the Scope of Work Section 3.9 (A).
 - c. Identify the dedicated point of contact to address City issues and requirements after testing phase is complete.
 - d. Names, titles, and brief background/ biography summaries for personnel which demonstrates their capability to perform the services required.
 - e. Subcontractor Key Personnel: If a subcontractor is proposed, provide a summary of all proposed subcontractor key personnel. Responses must include the following:
 1. Names, titles, locations, and brief background/ biography summaries for subcontractor personnel that would likely work with the Contractor throughout the course of the contract
 2. The City reserves the right to request additional information about proposed subcontractors as a precondition of award.
20. Customer References
- a. Vendor must provide three references from Utilities or Municipalities that the Offeror has provided services to within the past three (3) years. References should be public sector government agencies of similar size as the City of Phoenix, with projects of similar scope and complexity. The City of Phoenix may not be used as a reference. The contact person named as a reference should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level and quality of services provided. Instructions for the reference questionnaire (Attachment J) are provided on the form. The reference questionnaire should be provided to Offeror's references to complete and sign, and the Offeror's reference must email the completed form to wsdprocurement@phoenix.gov. Offerors are responsible for ensuring that its references fully complete and submit the reference questionnaire by the Offer Due Date. The reference questionnaires will be scored during the evaluation. The reference questionnaires do not count against the page limit.

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

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: _____

CONFLICT OF INTEREST AND TRANSPARENCY FORM

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

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

1. Name of person submitting this disclosure form.

--	--	--	--

First	MI	Last	Suffix
-------	----	------	--------

2. Contract Information

Solicitation # or Name:

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

--

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.

--

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

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

--

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.

--

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

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

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

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

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

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

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

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

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

8. Acknowledgements

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

- I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.

- This “no-contact” provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to **disqualification**.

B. Fraud Prevention and Reporting Policy

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

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

OATH

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

PRINT NAME

TITLE

SIGNATURE

DATE

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

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.**

**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

CERTIFICATION OF RECYCLED PRODUCTS

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

It is hereby certified that the products offered in solicitation number _____ contain no less than ten percent (10%) post-consumer recycled material.

Post-consumer waste materials are defined as only those materials that come from products generated by a consumer that have served their intended end- uses and have been separated or diverted from solid waste for the purpose of collection, recycling and disposition. Scrap generated as part of the manufacturing process and routinely used by the manufacturer to make additional products does not qualify as post-consumer recycled material. The City will be the sole judge of the suitability of any recycled products offered, and whether or not the price preference should apply.

It is further certified that the following post-consumer recycled materials are used in the product and in the percentage content indicated.

List Post-Consumer Recycled Material(s) Used (Example: milk jugs, newspaper, etc.):

Total content percentage (please enter percent of total post-consumer recycled material used to manufacture the product.) _____%.

Sources of Recycled Material _____

Contact Name _____

Address _____

Phone Number _____

Certified by (Bidder) _____

Printed Name and Title _____

Signature _____

SUBMITTALS – ADDENDA CERTIFICATION



City of Phoenix

Attachment G

The undersigned acknowledges receipt of the following addenda for this solicitation:

Addendum Number _____, dated _____.

Addendum Number _____, dated _____.

Addendum Number _____, dated _____.

Addendum Number _____, dated _____.

Addendum Number _____, dated _____.

Addendum Number _____, dated _____.

Failure to acknowledge receipt of all addenda may cause the proposal to be considered not responsive to the solicitation. Include this acknowledged receipt of each addendum with the technical proposal.

Authorized Official: _____

Title of Authorized Official: _____

Company Name: _____

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

Director or delegate:
Title:
Department:

Attest:

Date: _____

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.



ATTCHMENT J - REFERENCES

CITY OF PHOENIX
Water Services Department
200 W. Washington St.
9th Floor
Phoenix, AZ 85003

1. OFFEROR'S NAME: _____

Instructions to Offeror: The Offeror is to provide three (3) verifiable professional references. This three-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 complete this form by electronic means (DocuSign or Adobe Sign), or by printing, completing in ink, and scanning. Please return the completed form (via email) to the City of Phoenix Water Services Department at steve.delahuerta@phoenix.gov or wsdprocurement@phoenix.gov.

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.

This reference form must be received by the Procurement Officer no later than the solicitation deadline: 2:00 p.m. Phoenix local time on Friday, March 6, 2025

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: _____



ATTCHMENT J - REFERENCES

CITY OF PHOENIX
Water Services Department
200 W. Washington St.
9th Floor
Phoenix, AZ 85003

Aggregate Spend of Contract	Start Date:	End Date:
Description of project (including the role of Offeror)		
<hr/> <hr/> <hr/>		
Contractor's Performance: <input type="checkbox"/> In Good Standing: <input type="checkbox"/> Not In Good Standing		

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

3. Reference Questionnaire

- How would you rate the quality of the product/service delivered by the vendor?
 - There was one or more major consideration of the requirement(s) not addressed
 - Met the requirement(s) outlined in the contract
 - Fully addressed requirements; provided solutions or services beyond expectations.

- Did the vendor provide its services and deliverables in a timely manner?
 - No, almost always late
 - Fairly timely
 - Yes, on time or better

- How would you rate the product in terms of availability, response time, and bug-free performance?
 - Product delivered had one or more major consideration of the requirement(s) that was not addressed
 - Product delivered met the requirement(s) outlined in the contract
 - Product delivered fully addressed the requirements and provided solutions or service that was beyond the expectations of the contracting organization.



ATTCHMENT J - REFERENCES

CITY OF PHOENIX
Water Services Department
200 W. Washington St.
9th Floor
Phoenix, AZ 85003

Reference Questionnaire (continued)

- 4. 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

- 5. How would you rate the impact of the project on your organization? Did you get the outcomes you expected?
 - Less than expected
 - To the extent expected
 - More than expected

- 6. How effectively did the vendor work with you and your project staff?
 - Less than expected
 - To the extent expected
 - More than expected

Please provide any additional comments below:

I certify that the information provided is accurate and complete. 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 using a software program that has a verifiable source, such as Adobe Sign, DocuSign, or a similar verifiable software program.

Signature

Date

Print Name

Title

Please sign, date and return the form to the Procurement Officer listed above.

Thank you for your time.

Exhibit (1) - Sample City of Phoenix Bills and Letters

continue to next page



    Follow us online
phoenix.gov/social

   Visit us online
phoenix.gov

Important Information Regarding Your City Services Bill

Late Fee:

You can maintain your city of Phoenix good payment history, and avoid a late payment fee, if your city services payment is received by the due date. Per City Code 37-88, if any portion of your bill is not paid by the due date, you will be charged a late fee of 3% on the total unpaid balance.

Payment not received in full by the date due may result in additional fees, security deposits, and suspension of service.

Per City Code 37-95 disputes of charges must be received in writing no later than 60 days after the date the charges first appeared on the bill.

BUSINESS HOURS

Business hours are 8am – 5pm,
Monday–Friday, excluding city holidays.

HOW TO CONTACT US

Contact PHX Customer Services at
602-262-6251, visit our website at
phoenix.gov/payonline or email us at
cityservicesbill@phoenix.gov for city
services inquiries and account information
changes. To utilize call relay services, dial
7-1-1.

PROJECT ASSIST

Please consider adding a tax deductible gift
to your payment amount to provide utility
assistance to low income families and
seniors in crisis. If you would like to set up a
recurring monthly gift, contact PHX
Customer Services to have it added to your
bill.

HOW TO PAY

Have your payment automatically deducted
from your bank account and never miss a
payment again. Visit: phoenix.gov/payonline
to sign up for Auto-Pay.

Online Bill Payment:

Securely pay your bill online with a credit or
debit card 24/7/365 at
phoenix.gov/payonline.

Pay By Phone: 602-262-6251

Make a payment 24/7/365 using our
automated system.

Pay By Mail:

Send your check or money order made
payable to **City of Phoenix** (no cash) to:

PO Box 29100
Phoenix, AZ
85038-9100

To ensure your payment is properly applied,
please include the attached coupon and write
your 10-digit account number on your check
using black or blue ink.

PAY IN PERSON

Chase Bank:

Pay your current bill at any Chase Bank. No
delinquent payments are accepted.

Pay Station:

Pay your bill at our pay center located at:

305 W. Washington St
Mon thru Fri 8:30am-5pm

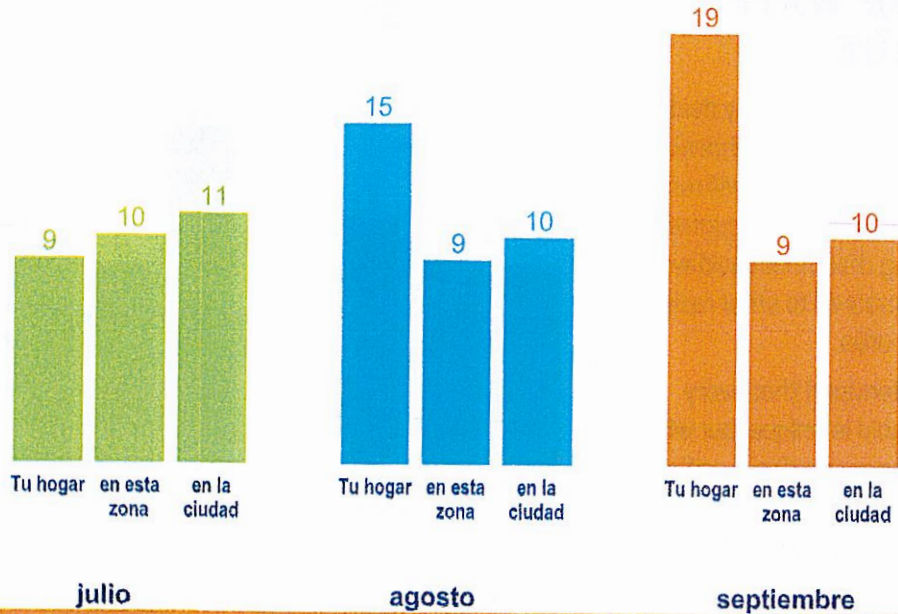
FINANCIAL ASSISTANCE

Customers may request
assistance with payment of
their City Services Bill, along
with rent and utilities, through
the Human Services
Department, Community
Services Program by calling,
602-534-2433 or visiting
<https://www.phoenix.gov/humanservices/programs/emergency>.



SU CONSUMO DE AGUA

Como parte de la recién declarada Alerta de Agua Etapa 1, los clientes de Servicios de Agua de Phoenix recibirán este extracto cada tres meses que indica el consumo de su hogar en comparación con otras residencias en su área. Comprendemos que cada hogar es diferente, pero cuando la conservación del agua es crítica, esta información podría servir de guía para sus decisiones futuras en cuanto al uso del agua.



ALERTA DE AGUA ETAPA 1

Debido a la escasez de agua en el Río Colorado, la Municipalidad de Phoenix ha declarado una Alerta de Agua Etapa 1 y activó su Plan de Gestión de Sequías. La Municipalidad está pidiendo que los clientes reduzcan su consumo de agua de manera voluntaria.

APRENDA MÁS EN:
PHOENIX.GOV/DROUGHT



CONSERVACIÓN DEL AGUA

¿Sabía usted que el hogar típico utiliza el 70% de su agua en el exterior? Las guías de riego de jardines de Phoenix pueden ayudarle a conservar el agua, y un riego adecuado también mantendrá sus plantas de jardín sanas y hermosas durante todo el año.

Regar el césped no más de dos veces por semana y los árboles no más de una vez por semana – aún durante el verano. Envíe un mensaje con la palabra "WHENTOWATER" al 33222 para guías de riego mensuales.

APRENDA MÁS EN:
PHOENIX.GOV/WATERCLOUD



FUGAS DE AGUA

Utilice su factura de Servicios Municipales como una herramienta para la detección de fugas. Si usted notar un aumento inesperado en el uso o costo del agua, usted puede tener una fuga. Una pequeña fuga puede desperdiciar mucho agua y aumentar significativamente el costo de su factura. Para detectar fugas, siempre verifique en interiores y exteriores.

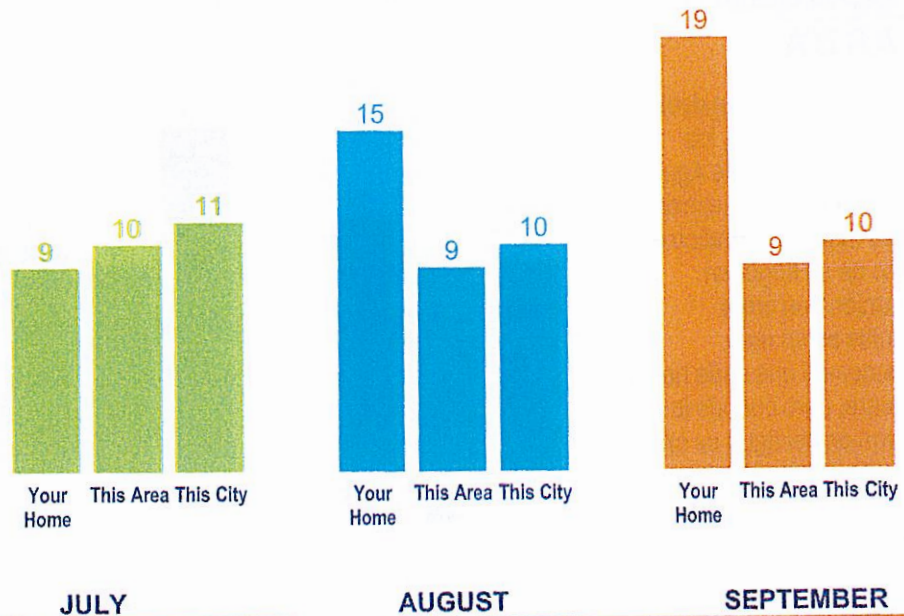
APRENDA MÁS EN:
PHOENIX.GOV/BEWATERSMART



YOUR WATER USAGE

As part of the recently declared Stage 1 Water Alert, Phoenix Water Services customers will receive this statement each quarter showing their household water use compared to other residences in their area.

We understand that every household is unique, but when water conservation is critical, this information may help guide your future decisions about water use.



STAGE 1 WATER ALERT

Due to the shortage of water on the Colorado River, the City of Phoenix has declared a Stage 1 Water Alert and activated its Drought Management Plan. The City is asking customers to voluntarily reduce their water use.

LEARN MORE:
PHOENIX.GOV/DROUGHT



WATER CONSERVATION

Did you know that the typical household uses 70% of its water outside? Phoenix's landscape watering guides can help you conserve water, and proper watering will also keep your landscape plants healthy and beautiful throughout the year.

Water grass no more than twice per week and trees no more than once per week year round. Text "WHENTOWATER" to 33222 for monthly watering guides.

LEARN MORE:
PHOENIX.GOV/WATERCLOUD



WATER LEAKS

Use your City Services Bill as a leak-detection tool. If you notice an unexpected increase in water use or cost, you may have a leak. A small leak can waste a lot of water and significantly increase your water charges. When looking for leaks, always check indoors and outdoors.

LEARN MORE:
PHOENIX.GOV/BEWATERSMART






Important Information Regarding Your City Services Bill

Late Fee:

You can maintain your city of Phoenix good payment history, and avoid a late payment fee, if your city services payment is received by the due date. Per City Code 37-88, if any portion of your bill is not paid by the due date, you will be charged a late fee of 3% on the total unpaid balance.

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Per City Code 37-95 disputes of charges must be received in writing no later than 60 days after the date the charges first appeared on the bill. 

BUSINESS HOURS

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Monday - Friday, excluding city holidays.

HOW TO CONTACT US

Contact PHX Customer Services at 602-262-6251, visit our website at phoenix.gov/payonline or email us at cityservicesbill@phoenix.gov for city services inquiries and account information changes. To utilize call relay services, dial 7-1-1.

PROJECT ASSIST

Please consider adding a tax deductible gift to your payment amount to provide utility assistance to low income families and seniors in crisis. If you would like to set up a recurring monthly gift, contact PHX Customer Services to have it added to your bill.

Have your payment automatically deducted from your bank account and never miss a payment again. Visit: phoenix.gov/payonline to sign up for AutoPay.

Online Bill Payment:

Securely pay your bill online with a credit or debit card 24/7/365 at phoenix.gov/payonline.

Pay By Phone: 602-262-6251

Make a payment 24/7/365 using our automated system.

Pay By Mail:


Send your check or money order made payable to City of Phoenix (no cash) to:

PO Box 29100
Phoenix, AZ
85038-9100

To ensure your payment is properly applied, please include the attached coupon, and write your 10-digit account number on your check using black or blue ink.

PAY IN PERSON

Chase Bank:

Pay your current bill at any Chase Bank. No delinquent payments are accepted. 

Pay Station:

Pay your bill at our pay center located at:

305 W. Washington St
Mon thru Fri 8:30am-5pm

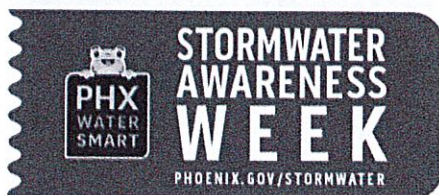
FINANCIAL ASSISTANCE

Customers may request assistance with payment of their City Services Bill, along with rent and utilities, through the Human Services Department, Community Services Program by calling, 602-534-2433 or visiting <https://www.phoenix.gov/human-services/programs/emergency>.





Diciembre 2024
Phoenix.gov/Informacion



Participa en la semana de concientización sobre aguas pluviales Stormwater Awareness Week, del 20-26 de enero de 2025.

El agua de lluvia puede arrastrar contaminantes como aceite o basura, afectando nuestros ríos, arroyos y parques. Tus acciones pueden hacer una gran diferencia y mejorar la calidad del agua de lluvia y del medio ambiente.

Visita Phoenix.gov/Stormwater.

Para asistir a una conferencia virtual de una hora el miércoles 22 de enero de 2025, envía un correo electrónico a WSD.ESD.Outreach@phoenix.gov.

Concejo Municipal de Phoenix

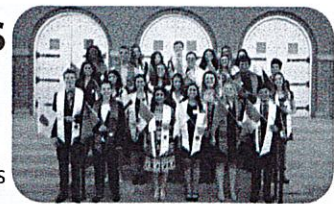
Alcade Kate Gallego.....602-262-7111
mayor.gallego@phoenix.gov
Vicealcaide Debra Stark, Distrito 3.....602-262-7441
council.district.3@phoenix.gov
Ann O'Brien, Distrito 1.....602-262-7444
council.district.1@phoenix.gov
Jim Waring, Distrito 2.....602-262-7445
council.district.2@phoenix.gov
Laura Pastor, Distrito 4.....602-262-7447
council.district.4@phoenix.gov
Betty Guardado, Distrito 5.....602-262-7446
council.district.5@phoenix.gov
Kevin Robinson, Distrito 6.....602-262-7491
council.district.6@phoenix.gov
Carlos Galindo-Elvira, Distrito 7.....602-262-7492
council.district.7@phoenix.gov
Kesha Hodge Washington, Distrito 8.....602-262-7493
council.district.8@phoenix.gov

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200 W. Washington Street
Phoenix, AZ 85003
602-262-3111 • 7-1-1 Friendly



Estudiantes embajadores

El programa de intercambio juvenil Phoenix Sister Cities Youth Ambassador Exchange Program ofrece a estudiantes de décimo y onceavo grado una oportunidad de representar a Phoenix en el extranjero. Los participantes pasan de dos a tres semanas con una familia en una de las 11 ciudades hermanas de Phoenix, y luego reciben a sus contrapartes en Phoenix durante tres semanas. El programa fomenta el conocimiento global, liderazgo y amistades internacionales. Las solicitudes para el verano de 2025 están abiertas hasta el 19 de enero de 2025. Hay becas disponibles. Detalles en PhoenixSisterCities.org.



Premios comunitarios MLK



Únete a la Comisión de Relaciones Humanas de Phoenix para celebrar el 39º aniversario del comité de celebración Arizona Dr. Martin Luther King Jr. Asiste a uno de los muchos eventos durante el fin de semana festivo, incluyendo el desayuno de premios AZMLK Living the Dream Awards Breakfast el viernes 17 de enero de 2025.

Visita AZMLK.org para obtener más detalles.

Evento comunitario | Recycle PHX

El Departamento de Obras Públicas y Keep Phoenix Beautiful llevarán a cabo otro evento gratuito | Recycle PHX el sábado 11 de enero, de 7 a.m. a 12 p.m. en Christown Spectrum Mall. Se aceptarán electrónicos viejos, papel para triturar, alimentos, bicicletas, muebles y electrodomésticos, ropa, materiales de jardinería, materiales de oficina, bolsas de plástico, letreros de plástico y mucho más. Información adicional en: KeepPHXBeautiful.org.



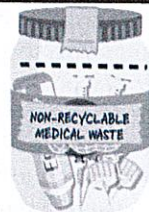
Caminata y festival anual

La Ciudad de Phoenix se unirá a Chandler, Gilbert, Mesa, Scottsdale, Guadalupe y Tempe para la caminata y festival anual Regional Unity Walk and Festival el sábado 25 de enero de 2025, a las 4:30 p.m. en Tempe Beach Park.

Todos están invitados a asistir y festejar la diversidad cultural, demostrando un frente unido contra la discriminación al promover el respeto mutuo y la comprensión entre todos los miembros de la comunidad. La caminata con velas de una milla comenzará a las 6 p.m. Se invita a los asistentes a usar camisetas rojas – habrá camisetas gratis por orden de llegada.

Para más información, contacta a Shanna Archie en shanna.archie@phoenix.gov.

Eliminación de punzocortantes



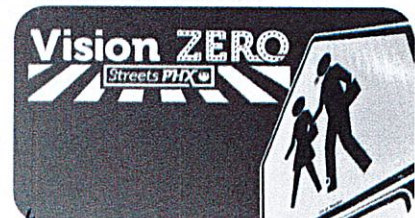
Si necesitas desechar agujas u otros objetos punzocortantes médicos, colócalos en un recipiente sellado, etiquetado y a prueba de perforaciones. Luego, ponlo en tu bote de basura - ¡no en el contenedor de reciclaje!

Los objetos punzocortantes que terminan en el reciclaje son un riesgo para la salud de quienes trabajan clasificando materiales reciclables. Más detalles en Phoenix.gov/Health.

Como parte de nuestro plan de acción de seguridad vial Vision Zero, el Departamento de Calles y Transporte te recuerda que siempre ¡escanees la calle en busca de ruedas y peatones!

Hagamos nuestra parte evitando distracciones y compartiendo las calles.

Phoenix.gov/Streets/RoadSafety






PHX

AT YOUR SERVICE

Phoenix.gov • DEC 2024



STORMWATER AWARENESS WEEK

PHOENIX.GOV/STORMWATER

Help reduce stormwater pollution by participating in Stormwater Awareness Week, Jan. 20-26, 2025.

Stormwater can pick up pollutants such as oil or trash and impact our rivers, washes, and parks. Your simple everyday actions can make a huge difference and improve stormwater quality and our environment.

Visit Phoenix.gov/Stormwater. To attend a one-hour virtual conference on Wednesday, Jan. 22, 2025, email WSD.ESD.Outreach@phoenix.gov.

Phoenix City Council

- Mayor Kate Gallego.....602-262-7111
mayor.gallego@phoenix.gov
- Vice Mayor Debra Stark.....602-262-7441
council.district.3@phoenix.gov
- Ann O'Brien, District 1.....602-262-7444
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- Jim Waring, District 2.....602-262-7445
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High School Student Ambassadors

Phoenix Sister Cities Youth Ambassador Exchange Program offers high school sophomores and juniors a life-changing opportunity to represent Phoenix abroad. Participants spend two to three weeks living with a host family in one of Phoenix's 11 sister cities, and then host their international counterparts in Phoenix for three weeks. The program builds global awareness, leadership skills, and international friendships.



Applications for Summer 2025 are open until Jan. 19, 2025. Scholarships are available. Details at PhoenixSisterCities.org.



MLK Community Awards

Join the Phoenix Human Relations Commission in celebrating the Arizona Dr. Martin Luther King Jr. Celebration Committee's 39th year! Attend one of the many events during the holiday weekend, including the AZMLK Living the Dream Awards Breakfast on Friday, Jan. 17, 2025. Visit AZMLK.org for full details.

I Recycle PHX Community Event

Public Works and Keep Phoenix Beautiful are excited to announce another free I Recycle PHX event happening on Saturday, Jan. 11 from 7 a.m. to noon at Christown Spectrum Mall. Community partners will be on hand to accept old electronics, paper to be shredded, food, adult and children's bicycles, furniture and appliances, clothing, garden supplies, office supplies, plastic bags, plastic signage and so much more. Learn more: KeepPHXBeautiful.org.



Annual Walk Event and Festival

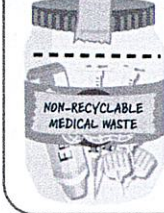


The City of Phoenix will join Chandler, Gilbert, Mesa, Scottsdale, Guadalupe and Tempe for the Annual Regional Unity Walk and Festival on Saturday, Jan. 25, 2025, 4:30 p.m. at Tempe Beach Park.

All are welcome to attend and embrace cultural diversity, demonstrating a united front against discrimination by promoting mutual respect and understanding for all community members. The easy one-mile candlelight walk will begin at 6:00 p.m. Attendees are encouraged to wear red shirts – free t-shirts will be available on a first come basis.

For more information, contact Shanna Archie at shanna.archie@phoenix.gov.

Properly Dispose of Medical Sharps



If you need to dispose of needles, lancets, or other medical sharps, please place them in a sealed, labeled, puncture-proof container (a peanut butter jar works great!). Then, put the sealed container in your landfill bin - never the recycling bin!

Sharps that end up in the recycling stream can pose health hazards to those who work at our sorting facilities.

Get more details at Phoenix.gov/Health.

As a part of our Vision Zero Road Safety Action Plan, the Street Transportation Department reminds everyone to always Scan the Street for Wheels and Feet!

Let's all do our part by avoiding distractions and sharing the road.




Phoenix.gov/Streets/RoadSafety.







Follow us online
[phoenix.gov/social](https://www.phoenix.gov/social)




Visit us online
[phoenix.gov](https://www.phoenix.gov)

Important Information Regarding Your City Services Bill

Late Fee:

You can maintain your city of Phoenix good payment history, and avoid a late payment fee, if your city services payment is received by the due date. Per City Code 37-88, if any portion of your bill is not paid by the due date, you will be charged a late fee of 3% on the total unpaid balance.

Payment not received in full by the date due may result in additional fees, security deposits, and suspension of service.

Per City Code 37-95 disputes of charges must be received in writing no later than 60 days after the date the charges first appeared on the bill.

BUSINESS HOURS

Business hours are 8am – 5pm, Monday–Friday, excluding city holidays.

HOW TO CONTACT US

Contact PHX Customer Services at 602-262-6251, visit our website at [phoenix.gov/payonline](https://www.phoenix.gov/payonline) or email us at cityservicesbill@phoenix.gov for city services inquiries and account information changes. To utilize call relay services, dial 7-1-1.

PROJECT ASSIST

Please consider adding a tax deductible gift to your payment amount to provide utility assistance to low income families and seniors in crisis. If you would like to set up a recurring monthly gift, contact PHX Customer Services to have it added to your bill.

HOW TO PAY

Have your payment automatically deducted from your bank account and never miss a payment again. Visit: [phoenix.gov/payonline](https://www.phoenix.gov/payonline) to sign up for Auto-Pay.

Online Bill Payment:

Securely pay your bill online with a credit or debit card 24/7/365 at [phoenix.gov/payonline](https://www.phoenix.gov/payonline).

Pay By Phone: 602-262-6251

Make a payment 24/7/365 using our automated system.

Pay By Mail:

Send your check or money order made payable to **City of Phoenix** (no cash) to:

PO Box 29100
Phoenix, AZ
85038-9100

To ensure your payment is properly applied, please include the attached coupon and write your 10-digit account number on your check using black or blue ink.

PAY IN PERSON

Chase Bank:

Pay your current bill at any Chase Bank. No delinquent payments are accepted.

Pay Station:

Pay your bill at our pay center located at:

305 W. Washington St
Mon thru Fri 8:30am-5pm

FINANCIAL ASSISTANCE

Customers may request assistance with payment of their City Services Bill, along with rent and utilities, through the Human Services Department, Community Services Program by calling, 602-534-2433 or visiting <https://www.phoenix.gov/humanservices/programs/emergency>.



Exhibit (2) – Service Level Agreement (SLA)

Item	Item Description	Service Level Description	Metric/ Measurement	Definition	Reporting Frequency	SLA Target	Service Levels
1	Bill Proof	Time from bill print file receipt to Bill Proof	Compliance with the City's Proofing requirement	Percent of bills available for proof within 2 hours of receipt of a data file.	Daily via web portal and production monthly reports	99.9% of bills are available for proof within 2 hours of receipt of a data file from the City.	Offeror must have quality control process in place to ensure that they can meet the SLA target. Should a failure occur, the Offeror shall immediately notify the Designated City of Phoenix Water point of contact and conduct an assessment to determine the root cause of the failure and mitigate any possibility for future occurrences. The Offeror shall provide a written report that includes the root cause and mitigation efforts to the Designated City of Phoenix Water point of contact within 48 hours.
2	Bill Print	Time from bill print file receipt to Bill mailing	Compliance with the City's Print and Mailing schedules	Percent of bills mailed and delivered to USPS Bulk Mail Center located within in the Phoenix city limits within 24 hours of document print file receipt or intercept release.	Daily via web portal and production monthly reports	99.9% of bills delivered to USPO within 24 hours of document print file receipt or intercept release.	Offeror must have quality control process in place to ensure that they can meet the SLA target. Should a failure occur, the Offeror shall immediately notify the Designated City of Phoenix Water point of contact and conduct an assessment to determine the root cause of the failure and mitigate any possibility for future occurrences. The Offeror shall provide a written report that includes the root cause and mitigation efforts to the Designated City of Phoenix Water point of contact within 48 hours.
3	Bill Print	Bill Print Accuracy	Performance of Work	Percent of bills produced accurately per print file.	Monthly	99.9% of all bills printed and processed accurately	Offeror must have quality control process in place to ensure that they can meet the SLA target. Should a failure occur, the Offeror shall immediately notify the Designated City of Phoenix Water point of contact and conduct an assessment to determine the root cause of the failure and mitigate any possibility for future occurrences. The Offeror shall provide a written report that includes the root cause and mitigation.

4	Bill Print/ Mailing	Reports	Reports for tracking and validation	Operational reports that summarize the print and mail activities including print and insert volumes and applicable postage rates by presort classification will be delivered electronically each business day at or before 5:00pm.	Daily and month end reports must be provided electronically	99.9% availability of the web portal for electronic access	Offeror must have quality control process in place to ensure that they can meet the SLA target. Should a failure occur, the Offeror shall immediately notify the designated City of Phoenix Water point of contact and conduct an assessment to determine the root cause of the failure and mitigate any possibility for future occurrences. The Offeror shall provide a written report that includes the root cause and mitigation efforts to the Designated City of Phoenix Water point of contact within 48 hours.
5	Insert Materials	Inventory Requirements	Performance of Work	Not less than 99.9% of bills will receive accurate bill inserts as determined by the insert schedule from the Designated City of Phoenix Water point of contact.	Monthly	Ensure accuracy of bill insert process - one per required bill	Offeror must have quality control process in place to ensure that they can meet the SLA target. Should a failure occur, the Offeror shall immediately notify the Designated City of Phoenix Water appointed contact and conduct an assessment to determine the root cause of the failure and mitigate any possibility for future occurrences. The Offeror shall provide a written report which includes the root cause and mitigation efforts to the Designated City of Phoenix Water appointed contact within 48 hours.
6	Customer Portal	Customer Portal Availability	System Uptime	The secure Customer Portal will be accessible (have an uptime) of not less than 99.9%	Quarterly	99.9% availability of the customer web portal for electronic access	Offeror must have quality control process in place to ensure that they can meet the SLA target. Should a failure occur, the Offeror shall immediately notify the Designated City of Phoenix Water appointed contact and conduct an assessment to determine the root cause of the failure and mitigate any possibility for future occurrences. The Offeror shall provide a written report that includes the root cause and mitigation efforts to the Designated City of Phoenix Water appointed contact within 48 hours.