



CITY OF PHOENIX
Finance Department Procurement Division
251 W. Washington Street, 8th Floor
Phoenix, AZ 85003

REQUEST FOR PROPOSAL
RFP 19-118 (KB)
CRIMINAL CASE MANAGEMENT SYSTEM

Procurement Officer
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Please read before continuing to the offer document. This list may not include every requirement; the purpose is to assist vendors, but vendors are expected to read and comply with the entire solicitation.

SOLICITATION RESPONSE CHECK LIST

Check off each of the following as the necessary action is completed.

- All forms have been completed and signed, including Solicitation Disclosure form.
- All Submittals are included.
- Reviewed and verified prices offered.
- Checked price extensions and totals.
- Included any required drawings or descriptive literature.
- If required, checked and included the amount of the offer surety.
- Reviewed the insurance requirements, if any, to assure compliance.
- Included the specified number of copies of the offer as indicated in Submittal section.
- Included signed addenda, if any.
- Addressed the mailing envelope to the Procurement Officer on the solicitation front page, at the address listed.
- The mailing envelope clearly shows your company name and address, the solicitation number, solicitation title and the offer opening date.

Mail the response in time – City must receive offers no later than the date and time indicated in the Schedule of Events or addenda.



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1. DESCRIPTION – STATEMENT OF NEED:

1.1. The City of Phoenix invites sealed offers for a Criminal Case Management System for a **ten-year period** commencing on or about January 2, 2020, 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.

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

1.3. 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. CITY’S VENDOR SELF-REGISTRATION AND NOTIFICATION:

Vendors must be registered in the City’s procurePHX Self-Registration System at <https://www.phoenix.gov/financesite/Pages/EProc-help.aspx> 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.

3. SCHEDULE OF EVENTS:

ACTIVITY (All times are local Phoenix time)	DATE
Pre-Offer Conference	September 10, 2019 at 10:00 AM Local Arizona Time
Pre-Offer Conference Location	Calvin Goode Building Procurement Division 251 W Washington St., 8th Floor Phoenix, AZ 85003
Written Inquiries Due Date	September 17, 2019 at 2:00 P.M. (local Arizona time)



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Proposal Due Date	October 4, 2019 at 2:00 P.M. (local Arizona time)
Proposal Submittal Location	251 W. Washington Street, 8 th Fl. Phoenix, AZ 85003

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

4. PREPARATION OF OFFER:

4.1. All forms provided in Submittal Section must be completed and submitted with the offer. The signed and completed Solicitation Disclosure form must be included or your offer may be deemed non-responsive.

4.2. 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.

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

4.4. 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:

4.4.1. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.

4.4.2. Study and carefully correlate Offeror’s knowledge and observations with the solicitation and other related data.

4.4.3. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.

4.4.4. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise



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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.

- 4.4.5.** Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.
- 4.4.6.** 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.
- 4.4.7.** Prices will be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.

5. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA:

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

6. EXCEPTIONS:

6.1 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



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solicitation. The City encourages Offerors to send inquiries to the procurement officer rather than including exceptions in their Offer.

6.2 Proposers may offer to accept the conditions in the City's insurance and indemnification or to propose a limited liability exception based on amount of the contract. Minimum acceptable limitation is three times the value. Requests for modification should include justification of industry standards, or other verifiable justification. The City will evaluate Proposals that include a limited liability provision as appropriate and reasonable to the scope, as explained, and in the best interests of the City under this criteria.

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.

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.

9. BUSINESS IN ARIZONA:

The City will not enter contracts with foreign corporations not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission.

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.



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11. CERTIFICATION:

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.

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 a sealed envelope and the following information should be noted on the outside of the envelope:

- Offeror's Name
- Offeror's Address (as shown on the Certification Page)
- Solicitation Number
- Solicitation Title
- Offer Opening Date

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

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.



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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://www.phoenix.gov/solicitations> within five calendar 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. The City will not provide any further notification to unsuccessful Offerors.

15. AWARD OF CONTRACT:

15.1 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.

15.2 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.

15.3 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 Deputy Finance Director 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.

16. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST:

The City reserves the right to disqualify any Offeror based on any real or apparent conflict of interest that is disclosed by the offer submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any Offeror submitting an offer herein waives any right to object now or at any future



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time, before any agency or body, including but not limited to, the City Council of the City of Phoenix or any court.

17. SOLICITATION TRANSPARENCY POLICY:

17.1. 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.

17.2. 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.

17.3. 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.

17.4. 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.

17.5. 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.

17.6. "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



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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.

18. PROTEST PROCESS:

18.1. 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.

18.2. 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.

18.3. 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.

18.4. 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.

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

18.5.1. Identification of the solicitation number;

18.5.2. The name, address and telephone number of the protester;

18.5.3. A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;

18.5.4. The form of relief requested; and



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18.5.5. The signature of the protester or its authorized representative.

18.6. 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.

19. PUBLIC RECORD:

All Offers submitted in response to this solicitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. 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.

20. 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 late.

21. RIGHT TO DISQUALIFY:

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



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real or apparent conflict of interest that is disclosed by the Offeror 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.

22. STATEMENT OF BONDING ABILITY:

Offerors must submit a letter from a bonding or insurance company stating that the Offeror can qualify for and procure the performance and/or payment surety required in this solicitation. Submittals received without the required statement of ability to secure a performance or payment surety may be considered as non-responsive. Offerors anticipating the submittal of a cash surety in lieu of a bond should submit a statement notifying the City.

23. PERFORMANCE BOND:

A performance surety in the amount of 10% of the total contract amount shall be provided by the Contractor immediately after notice of award. The City of Phoenix will not issue a written purchase order or give notice to proceed in any form until the surety is received by the Procurement Officer. The performance surety must be in the form of a bond, cashier's check, certified check or money order. Personal or company checks are not acceptable unless certified. If surety is in the form of a bond, the company issuing the surety must be authorized by the Insurance Department of Arizona to transact business in the State of Arizona or be named on the approved listing of non-admitted companies. A Certificate of Deposit (CD) issued by a local Phoenix bank may also be used as a form of surety provided that the CD is issued jointly in the name of the City of Phoenix and the Contractor, and that the Contractor endorses the CD over to the City at the beginning of the contract period. Interest earnings from the CD can be retained by the Contractor.

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 multiple award.

25. EVALUATION CRITERIA:

In accordance with the Administrative Regulation, 3.10, Competitive Sealed Proposal awards shall be made to the responsible offeror(s) whose proposal is



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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 Section V – Scope of Work.

- A. Business Requirements 350 POINTS
- B. Pricing 250 POINTS
- C. Company Overview, Qualifications, Experience, & References 100 POINTS
- D. Method of Approach 150 POINTS
- E. Technology Architecture 150 POINTS

TOTAL AVAILABLE POINTS: 1000 Maximum

26. 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.

26.1 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.

26.2 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.

26.3 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.

26.4 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.

26.5 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



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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.

26.6 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.

27. 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.

28. OFFERS NOT WITHIN THE COMPETITIVE RANGE:

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

29. DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE:

29.1 The City may notify Offerors of Offers that the City determined are not 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.

29.2 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).



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29.3 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.

29.4 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.

30. BEST AND FINAL OFFERS (BAFO):

30.1 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.

30.2 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.

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

30.4 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.



SECTION II – STANDARD TERMS AND CONDITIONS

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SECTION II – STANDARD TERMS AND CONDITIONS

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 Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor 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 Statutes
- “ATTCB” Arizona Traffic Ticket and Complaint Booking Form
- “ATTC” Arizona Traffic Ticket and Complaint Form
- “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.
- “CAD” Computer-Aided Dispatch
- “CCMS” Criminal Case Management System
- “City” The City of Phoenix
- “CJIS” Criminal Justice Information Services



**SECTION II – STANDARD TERMS AND
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“CMS”	Court Management System
“COTS”	Commercial-Off-The-Shelf
"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.
“CRIMES”	Criminal Records Information Management Exchange System
“Days”	Means calendar days unless otherwise specified.
“Deputy Finance Director”	The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.
“DL”	Driver License
“eCHRIS”	City of Phoenix Personnel Management System (PeopleSoft)
“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).
“ePRO”	Electronic Prosecutor Records Organization System
“FTP”	File Transfer Protocol
“HIPPA”	Health Insurance Portability and Accountability Act



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“LFC”	Long Form Complaint
“MCAO”	Maricopa County Attorney’s Office
“ODBC”	Open Database Connectivity
“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.
“PCN”	Process Control Number
“PII”	Personally Identifiable Information
“PMC”	Phoenix Municipal Court
“PO”	Prosecutor’s Office
“PPD”	Phoenix Police Department
“RMS”	Record Management System for the Phoenix Police Department
“S/A Prosecutor”	Specially Assigned Prosecutor
“SDP”	Service Design Package
“SLA”	Service Level Agreement
“SID”	State Identification Number
“SMTP”	Simple Mail Transfer Protocol



**SECTION II – STANDARD TERMS AND
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“Solicitation”	Means an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), Request for Qualifications (RFQu) and request for sealed bids, 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, bids or quotes from suppliers.
“SSN”	Social Security Number
“Suppliers”	Firms, entities or individuals furnishing goods or services to the City.
“TCO”	Total Cost of Ownership
“TCP/IP”	Transmission Control Protocol/Internet Protocol
“UAT”	User Acceptance Test
“Vendor or Seller”	A seller of goods or services.
“XML”	Extensible Markup Language

2. CONTRACT INTERPRETATION:

2.1. 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.

2.2. 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:

- 2.2.1. Special terms and conditions
- 2.2.2. Standard terms and conditions
- 2.2.3. Amendments
- 2.2.4. Statement or scope of work
- 2.2.5. Specifications
- 2.2.6. Attachments



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- 2.2.7. Exhibits
- 2.2.8. Instructions to Contractors
- 2.2.9. Other documents referenced or included in the Solicitation

2.3. 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.

2.4. 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.

2.5. 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.

2.6. 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.

3. CONTRACT ADMINISTRATION AND OPERATION:

3.1. 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



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the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City. Confidentiality will be maintained, and City will not violate any proprietary or other confidentiality agreements vendor has in place.

3.2. 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.

3.3. 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.

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



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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.

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.

3.3.1 Documentation: Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.

3.3.2 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.

3.4. 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



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subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:

- 3.4.1. 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.
- 3.4.2. 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.
- 3.4.3. 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.

3.5. 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:

- 3.5.1. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract
- 3.5.2. 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.

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).



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3.6. 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.

3.7. LAWFUL PRESENCE REQUIREMENT: Pursuant to A.R.S. §§ 1-501 and 1-502, 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

3.8. 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.

3.9. EMERGENCY PURCHASES: The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

4. COSTS AND PAYMENTS:

4.1. 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.

4.2. 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



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

4.3. 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.

4.4. DISCOUNTS: Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

4.5. 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.

4.6. FUND APPROPRIATION CONTINGENCY: The Vendor 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 Vendor 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.

4.7. 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.

4.8. F.O.B. POINT: All prices are to be quoted F.O.B. delivered, unless specified elsewhere in this solicitation.

5. CONTRACT CHANGES:

5.1. CONTRACT AMENDMENTS: Contracts will be modified only by a written contract amendment signed persons duly authorized to enter into contracts on behalf of the Contractor. No verbal agreement or conversation with any officer,



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agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.

5.2. ASSIGNMENT - DELEGATION: No right or interest in this contract nor monies due hereunder will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor will be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.

5.3. 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.

6. RISK OF LOSS AND LIABILITY:

6.1. 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.

6.2. 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.

6.3. 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



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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.

6.4. 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 project manager.

6.5. 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.

6.6. 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.

7. CITY'S CONTRACTUAL RIGHTS:

7.1. 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



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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.

7.2. NON-EXCLUSIVE REMEDIES: The rights and remedies of the City under this Contract are non-exclusive.

7.3. 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.

7.4. 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.

7.5. 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 bid and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

7.6. 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.

7.7. 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.

7.8. 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



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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.

8. CONTRACT TERMINATION:

8.1. 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.

8.2. CONDITIONS AND CAUSES FOR TERMINATION:

8.2.1 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.

8.2.2 The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of 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;



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- 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 give the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

8.3. 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.

9. STATE AND LOCAL TRANSACTION PRIVILEGE TAXES:

In accordance with applicable state and local law, transaction privilege taxes may be applicable to this transaction. The state and local transaction privilege (sales) tax burden is on the person who is conducting business in Arizona and the City of Phoenix. The legal liability to remit the tax is on the person conducting business in Arizona. Any failure by the Contractor to collect applicable taxes from the City shall not relieve the Contractor from its obligation to remit taxes. It is the responsibility of the prospective Offeror 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 [Phoenix Tax Division](#) or [State of AZ Department of Revenue](#) 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 agrees to remit any overpayments back to the City for miscalculations on taxes included in an Offer price.



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10. TAX INDEMNIFICATION:

Contractor shall, and require the same of all subcontractors, pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require the same of all subcontractors, 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.

11. TAX RESPONSIBILITY QUALIFICATION:

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



SECTION III – SPECIAL TERMS & CONDITIONS

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1. PRICE AND DISCOUNTS:

All prices offered shall be firm and fixed for the term of the contract.

2. METHOD OF ORDERING (PURCHASE ORDERS):

Issuance of written purchase order(s) by the Procurement Division. Contractor shall deliver items and/or services only upon receipt of a written purchase order issued by the Procurement Division. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.

3. METHOD OF INVOICING:

Invoice must include the following:

- City purchase order number, requisition number, or contract agreement 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.
- Requesting department name and "ship-to" address.
- Payment terms.
- FOB terms.

4. METHOD OF PAYMENT:

Payment to be made from Contractor's invoice, and a copy of the signed delivery invoices submitted to cover items received and accepted during the billing period. Invoices must contain the agreement number or Offer number under which the contract is awarded.

5. CJIS SECURITY ADDENDUM:

This agreement incorporates by reference the requirements of the Criminal Justice Information Services (CJIS) Security Policy (current version 5.7, dated August 16, 2018), and as referenced in Title 28 CFR 20.33(a)(7), issued by the Federal Bureau of Investigation, Criminal Justice Information Services Division, as in force as of the date of this Agreement and as may, from time to time hereafter, be amended. Contractor warrants that it has the technological capability to handle Criminal Justice Information (CJI), as that term is defined by the FBI CJIS Security Policy, in the manner required by the CJIS Security Policy. Contractor expressly acknowledges that



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the CJIS Security Policy places restrictions and limitations on the access to, use of, and dissemination of CJI and hereby warrants that its system abides by those restrictions and limitations.

Private contractors are permitted access to criminal history record information systems pursuant to a specific agreement for the purpose of providing services for the administration of criminal justice pursuant to that agreement. Private contractors who perform the administration of criminal justice shall meet the same training and certification criteria required by governmental agencies performing a similar function, and shall be subject to the same extent of audit review as are local user agencies. In accordance with the CJIS Security Addendum, a minimum of a background check (fingerprint) will be administered and required through the Arizona state and federal criminal justice system for all contracted employees who may have access to CJIS information. Background checks (fingerprints) will be performed and received with required clearance prior to receipt of any CJIS information.

6. CONFIDENTIALITY AND DATA SECURITY:

6.1 All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor shall not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager or his/her designee.

6.2 Personal identifying information, financial account information, protected health information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Contractor must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices, handheld devices, networking devices, removable storage devices, or other electronic media, as well as data in transit, such as during email or file transfer.

6.3 When personal identifying information, financial account information, protected health information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. Contractor must properly dispose of such information by taking reasonable measures to protect against unauthorized access to or use of the information in connection with its disposal.

6.4 This includes implementing and monitoring compliance with policies and procedures that require the redaction, destruction, erasure, or other disposal of paper documents and electronic media containing personal identifying information,



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financial account information, protected health information, or restricted City information so that these types of information cannot practicably be read or reconstructed. Contractor will provide the City with its information security policies and procedures regarding the redaction, destruction, erasure, or other disposal of documents and information.

6.5 In the event that data collected or obtained by the Contractor in connection with this Agreement is suspected to have been compromised, Contractor shall notify the contracting City department immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate and respond to potential breaches of this data, including, where applicable, the cost of notifying individuals who may be impacted by the breach, attorneys' fees, and for any monetary damages or penalties the City is assessed. In case of a breach or critical breach of the City's information, it will be the City, not the Contractor that will inform any and all individuals affected by any such breach. Only upon prior written consent of the City, or at the specific direction of the City, will the Contractor notify individuals affected by a breach or critical breach of the City's information.

6.6 Contractor agrees that the City may assess or test the security of any applications, web services, or computerized systems created or provided by the Contractor that process, store, or transmit City information. If the City finds vulnerabilities that are rated medium or more critical by the Common Vulnerability Scoring System (CVSS) in these applications, web services, or computerized systems, the Contractor agrees to remediate the vulnerability at no cost to the City and within an agreed-upon timeframe not to exceed 90 days. To clarify, the Contractor must remediate found vulnerabilities in computerized systems they provide; Contractor is **not** liable for remediating any vulnerability found in the City's network or computing infrastructure used to support the applications, web services, or systems created or provided by the Contractor.

6.7 Contractor agrees to abide by all current applicable legal and industry data security and privacy requirements. These include, but are not limited to, Arizona Revised Statutes §44-7501 — Notification of breach of security system; Arizona Revised Statutes §44-7601 — Discarding and disposing of records containing personal identifying information; Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules; Health Information Technology for Economic and Clinical Health (HITECH) Act, and Payment Card Industry Data Security Standards.

6.8 Contractor agrees to demonstrate that they have adequate controls and safeguards when they host or process personal identifying information, financial account information, protected health information, or restricted City information. This may be accomplished through a third-party audit utilizing a widely recognized



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auditing standard, such as Statement on Standards for Attestation Engagements (SSAE) No. 16, or through earning industry certification, such as ISO/IEC 27001.

6.9 By signing and entering this Agreement the Contractor specifically acknowledges that it is responsible for the security of cardholder data that Contractor possesses or otherwise stores, processes or transmits on behalf of the City. Additionally, as a requirement of this contract you must provide to the City a copy of your written Notice to customers that you are responsible for the security of cardholder data that you obtain and otherwise store, process or transmit.

6.10 Contractor agrees to comply with all City information security and technology policies, standards, and procedures when accessing City networks and computerized systems whether onsite or remotely.

6.11 Contractor agrees that the requirements of this Section shall be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this Section shall 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. The obligations of Contractor under this Section shall survive the termination of this Agreement.

7. WARRANTIES: Contractor warrants the hardware, software, application(s), or other technology assets provided to the City pursuant to this contract (collectively, the “Technology Assets”), for a period of one year starting with the date of final acceptance (the “Warranty Period”), to be substantially free of any condition which would make the Technology Assets fail to perform in material accordance with the requirements set forth in this Agreement, including any statement-of-work or scope-of-work document (each such condition to be considered an “Error”). Contractor specifically warrants that all software Technology Assets shall be free of any condition which could make them fail to perform in material accordance with this agreement (each such condition to also be considered an “Error”) for a period of nine months after actual installation of the software. If the City reports to Contractor any errors in the system during the Warranty Period, then Contractor shall, at its expense, use reasonable commercial efforts to modify, replace, or otherwise remedy the faulty hardware, software, electrical component or other Technology Assets as quickly as reasonably practicable. Where possible, both parties shall attempt to resolve Errors through telephone instruction, issuance of updated documentation, corrective code, or hardware replacement or modification.

8. STANDARDS AND PRACTICES: Technology Assets shall conform to the generally accepted standards and practices of the trade or industry involved. All work shall be executed by personnel skilled in their respective lines of work.



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

10. INTELLECTUAL PROPERTY RIGHTS: Contractor 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 Contractor’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.

11. INTELLECTUAL PROPERTY WARRANTIES:

Contractor warrants that:

- (a) The Technology Assets will be free of the rightful claim of any third party for or by way of infringement or misappropriation of patent, copyright, trade secret, trademark or other rights arising under the laws of the United States;
- (b) No act or omission of Contractor will result in a third party holding any other claim that interferes with the City’s enjoyment or use of the Technology Assets;
- (c) Contractor owns or possesses all right(s), titles(s) and license(s) necessary to perform its obligations hereunder; and
- (d) As of the effective date and throughout the term of this Agreement, Contractor has not conveyed and will not convey any rights or licenses to any third party regarding the Technology Assets, except to the extent the Technology Assets consist of commercial-off-the-shelf or similar software product(s).



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12. 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.

13. SUSPENSIONS OF WORK:

Finance Procurement Division and the project manager reserve 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.

14. PERFORMANCE INTERFERENCE:

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

Department Contact: Richard Forrest

Phone: 602-495-0695



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15. HOURS OF WORK:

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

16. FINAL INSPECTION AND APPROVAL:

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

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

17. CONTRACT WORKER ACCESS CONTROLS, BADGE AND KEY ACCESS REQUIREMENT:

17.1. Contractor and Subcontractor Workers Background Screening:

- 17.1.1. Contractor agrees that all Contractor and subcontractors' workers (collectively "Contractor's Worker(s)") that Contractor furnishes to the City 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 addressed in the Scope of Work.
- 17.1.2 The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.
- 17.1.3 The background screening provided by Contractor will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening required in this section is necessary to preserve and protect the public health, safety and welfare.



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17.1.4 The background screening requirements set forth in this section 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, in addition to the specific measures set forth below, Contractor and its Contract Workers will take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this agreement.

17.1.5 Unless otherwise addressed in the Scope of Work, the contracting department will review and approve maximum risk background check results provided by the Contractor. Information to verify the results will be returned to the Contractor after the City's review. The City will not keep records related to background checks. The City will only respond with an approve or deny.

17.2. Background Screening Level: Because of the varied types of services performed, the City has established two levels of risk and associated background screening: Standard and Maximum risk. The current risk level and background screening required is **MAXIMUM RISK**.

17.3. Maximum Risk Level: A maximum risk background screening will be performed every five years when the Contract Worker's work assignment will cause them to:

17.3.1. Work directly with vulnerable adults or children, (under age 18); or

17.3.2. Have any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or

17.3.3. Have unescorted access to:

- City data centers, money rooms, high-value equipment rooms; or
- unescorted access to private residences; or
- access to critical infrastructure sites/facilities; or
- direct or remote access to Criminal Justice Information Systems (CJIS) infrastructure.



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17.4. 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 Contract worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire. In addition, Maximum Risk screening levels may require additional checks as included herein, depending on the scope of work, and may change with the scope of work.

17.5. Additional Maximum Risk Background Checks: Maximum Risk screening will additionally require:

17.5.1 Fingerprint verification

17.6. Maximum Risk Background CJIS Check Must Include:

17.6.1 Criminal records - Conviction of a misdemeanor(s) (not including traffic or parking violation) or felony(ies).

17.6.2 Sexual offender search

17.6.3 All outstanding warrants

17.6.4 Currently the focus of a criminal investigation

17.6.5 Currently on parole or probation

17.7. Contractor Certification; City Approval of Maximum Risk Background Screening:

17.7.1. Unless otherwise provided for in the Scope, Contractor will be responsible for:

17.7.1.1. determining whether Contract Worker(s) are disqualified from performing work for the City for maximum risk level background checks; and,

17.7.1.2. submitting results to the City for approval; and,

17.7.1.3. reviewing the results of the background check every three to five years, dependent on scope; and,



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- 17.7.1.4. engaging in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
 - 17.7.1.5. Submitting the list of qualified Contract Workers to the contracting department; and,
 - 17.7.1.6 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.
- 17.7.2. 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.
- 17.7.3 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.
- 17.7.4 The City final documented decision will be an “approve” or “deny” for identified Contract Workers.
- 17.7.5 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.
- 17.7.6 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.
- 17.7.7 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



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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.

17.8 Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts: Contractor will include the terms of this section for Contract Worker background screening in all contracts and subcontracts for services furnished under this Agreement.

17.9 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.

17.10 Continuing Duty; Audit: Contractor's obligations and requirements that Contract Workers satisfy this background screening section will continue throughout the entire term of this agreement. Contractor will notify the City immediately of any change to a maximum risk background screening of a Contract Worker previously approved by the City. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's compliance with this section.

17.10.1 For any childcare or health worker positions, or CJIS related contracts, Contractor is required to send the City updated background checks *every three years*.

17.11 Variances and Exemptions:



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- 17.11.1 There are federal and state regulations that necessitate an exemption from this policy. Contract Workers who fall under the following areas may be considered exempt from this policy
- 17.11.2 Federal Homeland Defense Bureau (e.g. Aviation, Water Services, Transit, Police and Fire Departments).
- 17.11.3 Transportation Security Administration (e.g. Aviation, Fire, and Police Departments).
- 17.11.4 Federal Aviation Administration (e.g. Aviation, Police, and Fire Departments).
- 17.11.5 Department of Public Safety (DPS) Administration – presenting a current Level One Department of Public Safety fingerprint card (e.g. Human Services, Housing, Parks, and Aviation Departments).
- 17.11.6 Arizona or other State Bars (Lawyers registered to practice and licensed by a State bar).
- 17.11.7 Other background checks performed within the last three to five years (depending on scope and requirements herein) may be approved if they fit all required criteria herein.

17.12 Contractor’s Default; Liquidated Damages; Reservation of Remedies for Material Breach: Contractor’s default under this section will include, but is not limited to, the following:

- 17.12.1 Contract Worker gains access to a City facility(s) without the proper badge or key;
- 17.12.2 Contract Worker uses a badge or key of another to gain access to a City facility;
- 17.12.3 Contract Worker commences services under this agreement without the proper badge, key or background screening;
- 17.12.4 Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable background screening; or
- 17.12.5 Contractor fails to collect and timely return Contract Worker’s badge or key upon termination of Contract Worker’s employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this agreement.
- 17.12.6 Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this section within three business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that



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Contractor's failure to properly cure any default under this section will constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the Contractor will be liable for and pay to the City the sum of \$1,000.00 for each breach by Contractor in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this agreement if Contractor breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages if Contractor breaches this section. The parties further agree that three breaches by Contractor in this section arising out of any default within a consecutive period of three months or three breaches by Contractor in this section arising out of the same default within a period of 12 consecutive months will constitute a material breach of this agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this agreement, at law and in equity including, but not limited to, termination of this agreement.

17.13 Employee Identification and Access: It is mandatory that Contractor's employees always have badges and some form of verifiable company identification (badge, uniform, employee id or W-2) unless the Department implements a verification procedure, addressed in the scope of work.

17.13.1 Contractor employees are forbidden access to designated restricted areas. Access to each building will be as directed by the authorized Phoenix authorized representative. Contractor employees are not authorized access other than during scheduled hours.

17.13.2 Within twenty days of the notice of recommendation of award, Contractor will supply a list of the names and titles of all service employees requiring access to the buildings. It is the Contractor's responsibility to provide updates and changes of personnel as necessary. Access to the building will be directed by the City's authorized representative. Contract Workers will sign in at the security desk when arriving to service enter location and sign out when leaving. No access will be granted without the employee's name being on the approved list.

17.13.3 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 **Law Department** at least five business days



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(excluding weekends and holidays) in advance of the need for access. The form will be provided by **Law Department**. A designated **Law Department** representative will conduct the security check.

17.13.4 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:

- Conviction of a felony.
- Conviction of a misdemeanor (not including traffic or parking violation).
- Any outstanding warrants (including traffic and parking violations).
- A person currently on parole or probation.
- A person currently involved in an investigation.

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

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

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



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17.17 Badge and Key Fees: The following constitute the badge and key fees under this agreement. The City reserves the right to amend these fees upon a 30-day prior written notice to Contractor.

Replacement Badge Fee:	\$55.00	per badge
Lost/Stolen Badge Fee:	\$55.00	per badge
Replacement Key Fee:	\$55.00	per key
Replacement Locks:	\$55.00	per lock

18. 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.



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The City, in its sole discretion, reserves the right, but not the obligation to: **18.1** have an employee/prospective employee of the Contractor be required 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);

18.2 act on newly acquired information whether or not such information should have been previously discovered;

18.3 unilaterally change its standards and criteria relative to the acceptability of Contractor's employees and/or prospective employees; and

18.4 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 any and all inquiries requested by the City.

19. NEW EQUIPMENT: All items offered shall be new equipment supplied from the manufacturer. Submissions for remanufactured equipment will be considered as non-responsive and rejected.

20. SPECIFICATIONS: The specifications and/or drawings associated with this project are intended to generally describe a complete installation. Any additional materials or labor required for the complete project as intended shall be provided by the Contractor, whether or not it has been detailed in these documents.

21. POST AWARD CONFERENCE: A post award conference will be held by the Project Manager 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.

22. COMMUNICATION IN ENGLISH: It is mandatory that the Contractor's lead person assigned to any City's facility be able to speak, read and write in English in order to communicate at the site contact.

23. EMERGENCY TWENTY-FOUR HOUR SERVICE: Emergency 24-hour service is to be provided by Contractor at no additional cost. The Contractor shall provide an emergency contact person, with phone number, who is authorized to release material to the City of Phoenix during non-business hours, in the event of an emergency repair requirement. Any changes in contacts must be promptly submitted to the City.



SECTION IV – INSURANCE AND INDEMNIFICATION

CITY OF PHOENIX

SECTION IV – INSURANCE AND INDEMNIFICATION

1. INDEMNIFICATION CLAUSE:

Contractor (“Indemnitor”) must indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (“Claims”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors in connection with this Contract. This indemnity includes any Claims arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee’s own negligent or willful acts or omissions. Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Contractor waives all rights of subrogation against Indemnitee for losses arising from the work performed by Contractor for the City. The obligations of Contractor under this provision survive the termination or expiration of this Contract.

2. INSURANCE REQUIREMENTS:

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 of their obligations have been discharged, including any warranty periods under this Contract.

These insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum 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 is free to purchase additional insurance as may be determined necessary.

2.1. MINIMUM 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 minimum liability requirements provided that the coverage is written on a “following form” basis.

2.1.1. Commercial General Liability – Occurrence Form

Policy must include bodily injury, property damage and broad form



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contractual liability coverage.

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 be endorsed to include the following additional insured language: “The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.”

2.1.2. Automobile Liability

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

Combined Single Limit (CSL)	\$1,000,000
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The policy must be endorsed to include the following additional insured language: “The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor.”

2.1.3. 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.

2.1.4. Technology Errors and Omissions Liability (if the Contractor provides technology services or products)

- The policy must cover errors and omissions or negligent acts in



SECTION IV – INSURANCE AND INDEMNIFICATION

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the delivery of products, services, and/or licensed programs for those services as defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

- In the event that the professional liability insurance required by this Contract is written on a claims-made basis, 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 discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

2.1.5. Network Security and Privacy Liability (if the Contractor has access to any personal or confidential data, the Contractor should be required to evidence Network Security and Privacy Liability coverage in addition to Technology Errors and Omissions)

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

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

- In the event that the network security and privacy liability insurance required by this Contract is written on a claims-made basis, 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 discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

Fidelity Bond or Crime Insurance

Bond or Policy Limit	\$1,000,000
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- The bond or policy must be issued with limits based on the amount of cash being handled by the Contractor.
- The bond or policy must include coverage for all directors,



**SECTION IV – INSURANCE AND
INDEMNIFICATION**

CITY OF PHOENIX

officers, agents and employees of the Contractor.

- The bond or policy must include coverage for third party fidelity, i.e. property of third parties that is held by the Insured in any capacity, or property for which the Insured is legally liable.
- The bond or policy must include but not be limited to coverage for theft of property located on the Insured’s premises or while in transit, loss due to forgery or alteration of negotiable instruments (e.g. securities, checks) or loss due to electronic funds transfer fraud.
- The bond or policy must not contain a condition requiring an arrest and conviction.

2.2. ADDITIONAL INSURANCE REQUIREMENTS: The policies must include, or be endorsed to include, the following provisions:

- On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
- The Contractor’s insurance coverage must be primary insurance and non-contributory with respect to all other available sources.

2.3. NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, hand delivered or sent by facsimile transmission to **City of Phoenix Finance Department, Procurement Division, 251 W. Washington Street, Phoenix, AZ 85003; emailed to: procurement.workflow@phoenix.gov.**

2.4. 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 above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this



**SECTION IV – INSURANCE AND
INDEMNIFICATION**

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Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract must be sent directly to **City of Phoenix Finance Department, Procurement Division, 251 W. Washington Street, Phoenix, AZ 85003; emailed to: procurement.workflow@phoenix.gov**. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

2.6. SUBCONTRACTORS: Contractors' certificate(s) must include all subcontractors as additional insureds under its policies **or** Contractor must furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors must be subject to the minimum requirements identified above.

2.7 APPROVAL: Any modification or variation from the insurance requirements in this Contract must be made by the Law Department, whose decision is final. Such action will not require a formal Contract amendment, but may be made by administrative action.

2.8 LIMITATION OF LIABILITY: In no event will either party, its directors, officers, employees, agents, respective licensors, or suppliers have any liability for any incidental, special, statutory, indirect or consequential damages, loss of profits or revenue, loss or corruption of data, or toll fraud. The total aggregate liability of either party for all Claims arising out of or in connection with the agreement will not exceed three times the amount of the contract is the minimum acceptable limitation. The limitations of liability in this section will apply to any damages, however caused, and on any theory of liability, whether for breach of contract, tort (including, but not limited to negligence), or otherwise, and regardless of whether the limited remedies available to the parties fail of their essential purpose. Notwithstanding the foregoing, the limitations of liabilities in this section will not apply in cases of general indemnification, intellectual property indemnification, willful misconduct, personal injury including death, or damage to tangible property.

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SECTION V – SCOPE OF WORK

1. **BACKGROUND**

The City of Phoenix Prosecutor's Office (PO) is responsible for the prosecution of approximately 40,000 misdemeanor cases in Phoenix Municipal Court (PMC). Examples of crimes we prosecute include driving under the influence, domestic violence offenses, assault, and shoplifting. Most cases originate from the Phoenix Police Department (PPD) but we also prosecute cases from other City and non-City agencies. The PO has 150 employees and is divided into several bureaus/units: Charging Bureau, Trial Bureau, Appeals Bureau, Community Prosecution Bureau, Diversion Unit, Legal Assistant Unit, Legal Secretary Unit and Victim Services Unit. The PO operates 7 days a week, except for major holidays.

The PO also prosecutes felonies declined by the Maricopa County Attorney's Office (MCAO) when those cases can be prosecuted as misdemeanors. Due to high case volumes, the PO's case management structure is mainly "horizontal prosecution" – no single attorney is assigned to a case from start to finish, but instead different bureaus handle different stages of the case. Once in the courtroom phase, the cases are handled with "common ownership" and at any given time, the responsibility for the file resides with the attorney assigned to a particular daily assigned duty or a PO staff member assigned to an administrative or investigative duty. Since cases in Phoenix Municipal Court (PMC) are assigned to a courtroom, a PO clerk is also assigned responsibility for file management of all cases set for each courtroom.

A minority of cases are handled as either "vertical prosecution" cases or modified vertical prosecution cases (e.g., Community Prosecution cases, specialty court cases and specially assigned cases). These cases are either handled from Charging through Appeals by one attorney or assigned to one attorney post-Charging while the case is in the Trial Bureau.

The PO relies heavily on current interfaces and numerous automated business processes to efficiently manage the high volume of cases. Examples are data and document interfaces to and from PPD, the auto generation of over 100,000 Victims' Rights letters, auto-ordering of evidence and an automated plea agreement process. Any replacement system should meet or exceed PO's current level of automation.

The PO is currently using two case management systems. The Criminal Records Information Management Exchange System (CRIMES) is a 17-year-old legacy system used for criminal case management and generation of case-related documents and pleadings. The Electronic Prosecutor Records Organization system (ePRO) is an 8-year-old criminal evidence management system, used for comprehensive evidence management and to provide evidence to defense. We are looking for an alternative to replace both systems.



CRIMES is a proprietary application and all development, support and modifications were initially performed by the owner/vendor. The PO was eventually given the source code and assumed all responsibility for maintenance and modifications to the application and has been doing so for eleven years.

ePRO is an internally developed application that was initially intended to be further developed to replace the legacy system, CRIMES. ePRO is fully integrated with CRIMES and runs partially off the CRIMES database; it also interfaces with the PO's document management system that houses the evidence files.

The PO currently has 16 interfaces with the PPD, PMC, and defense attorneys that will need to be integrated to any new system implemented as a result of this RFP.

2. OBJECTIVES

2.1 Scope of Products and Services

The PO is requesting proposals for the procurement of a commercial-off-the-shelf (COTS) Criminal Case Management System (CCMS) and related implementation and support services in accordance with the specifications and provisions contained in this RFP to provide the following:

- Tracking and management of case details and person information to include defendants, victims, officers, witnesses, and defense attorneys; charges, evidence, plea agreements, case status and events; work queues and staff assignments
- Manage, obtain, redact and disclose evidence
- Workflows for charges filed and plea agreements, driven by highly defined statute tables
- Workflows for all Bureaus and Units based on legal, court-related and internal business processes
- Automating case workflows, file management, intradepartmental communication and documentation
- Ability to e-file court documents with the Court, once permitted
- Expanded functionality to access and display case files and evidence quickly and easily for the Prosecutor in Court
- Interfaces with other criminal justice partner systems to automatically receive (import) or send (export) case data and documents to maintain real-time case information updates
- Generate various Victims' Rights letters automatically based on specified criteria and triggers
- Execute paperless disclosure of case evidence to defense attorneys, including audio and video files



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- Utilize electronic document generation, storage and exchange with a goal to achieve a paperless/paper-on-demand office
 - Generate custom reports to enhance the ability to manage the PO caseload, make effective prosecution and business decisions, and effectively manage grants
 - Manage, obtain, review and disclose Officer Integrity (Brady) information and reports

Implementation services are to include:

- Project management
- Business process review
- System architecture design
- System installation
- System configuration
- Interface development and testing
- Data conversion and testing
- Training for system administrators, business owners, and end users
- Acceptance testing
- Go-live preparation and support
- Post go-live support and training

The proposer must ensure that the solution is in full compliance with the FBI's Criminal Justice Information Services (CJIS) Security Policy; <https://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center>. The solution will be subject to ongoing audits to ensure compliance exists for the duration of the contract.

2.2 Technology Information

The City's current technology environment minimum version includes the following. Expectations are that all proposed solutions will run on the currently supported versions of these technologies.

- Microsoft Windows Server 2014 or greater
- Microsoft SQL Server 2014 R2, Oracle 12c or greater
- Windows 10
- X86 Capability
- Microsoft Office – latest version
- VMWare Virtual Environment - latest version
- Microsoft BizTalk, Microsoft BI - last versions
- Microsoft Exchange 2016
- McAfee/Symantec Endpoint Protection 12.1.6 (updating to Ensilo 3.0 on 12/31/2018)



- Microsoft Internet Explorer 11, Chrome, Safari - latest versions
- EMC Networker (with virtual tape library and de-duplication), Commvault Systems - latest versions
- Solarwinds ORION monitoring and alerting – latest version
- Microsoft SCCM – latest version
- Microsoft Operations Manager – latest version
- TCP/IP network protocol
- NIEM compliant data exchange

2.3 Data Conversion

The PO's existing CRIMES system contains almost 20 years' worth of case and person records, some of which it intends to convert to the new case management system. The existing CRIMES and ePRO systems contain approximately fifteen terabytes of data. The PO will collaborate with the selected proposer to determine which of the event data to convert (based on dates, types of events, etc.). The proposer will then export the historical data in native format into the solution's database.

2.4 Interfaces and Data Exchanges

The PO's existing systems currently have the following interfaces or data exchanges in place:

- Intake Citation, Incident, Booking, and Accident data and/or documents via interface with the PPD
- Intake booking docket reports, criminal history reports and defendant document folders via interface with PPD
- Export of concluded case data via interface with PPD
- Export of filing of long form complaint data via interface with the PMC
- Export of updated victim invocation information via interface with the PMC
- Intake of case, defendant, charge, sentencing, defense attorney and court proceeding information via interface with the PMC
- Intake of historical charge data via interface with the PMC
- Export of discovery documents, and audio and video files, via a portal to secure website for defense attorney retrieval
- Intake of Phoenix Police employee data via interface with the electronic City Human Resources Information System (eCHRIS) (PeopleSoft)
- Intake of list of evidence uploaded into AppXtender application via interface with PPD
- Ordering and receipt of 911 audio, body worn camera video, and toxicology reports via a secure web portal with PPD



- Import of Officer Integrity (Brady) documents via a secure web portal with PPD
- Export of Officer Integrity (Brady) documents to secure external website for defense attorney retrieval

Detailed information regarding the current interfaces is included in **Exhibit I - Interfaces for CCMS**. This exhibit is for informational use and does not need to be submitted with proposal.

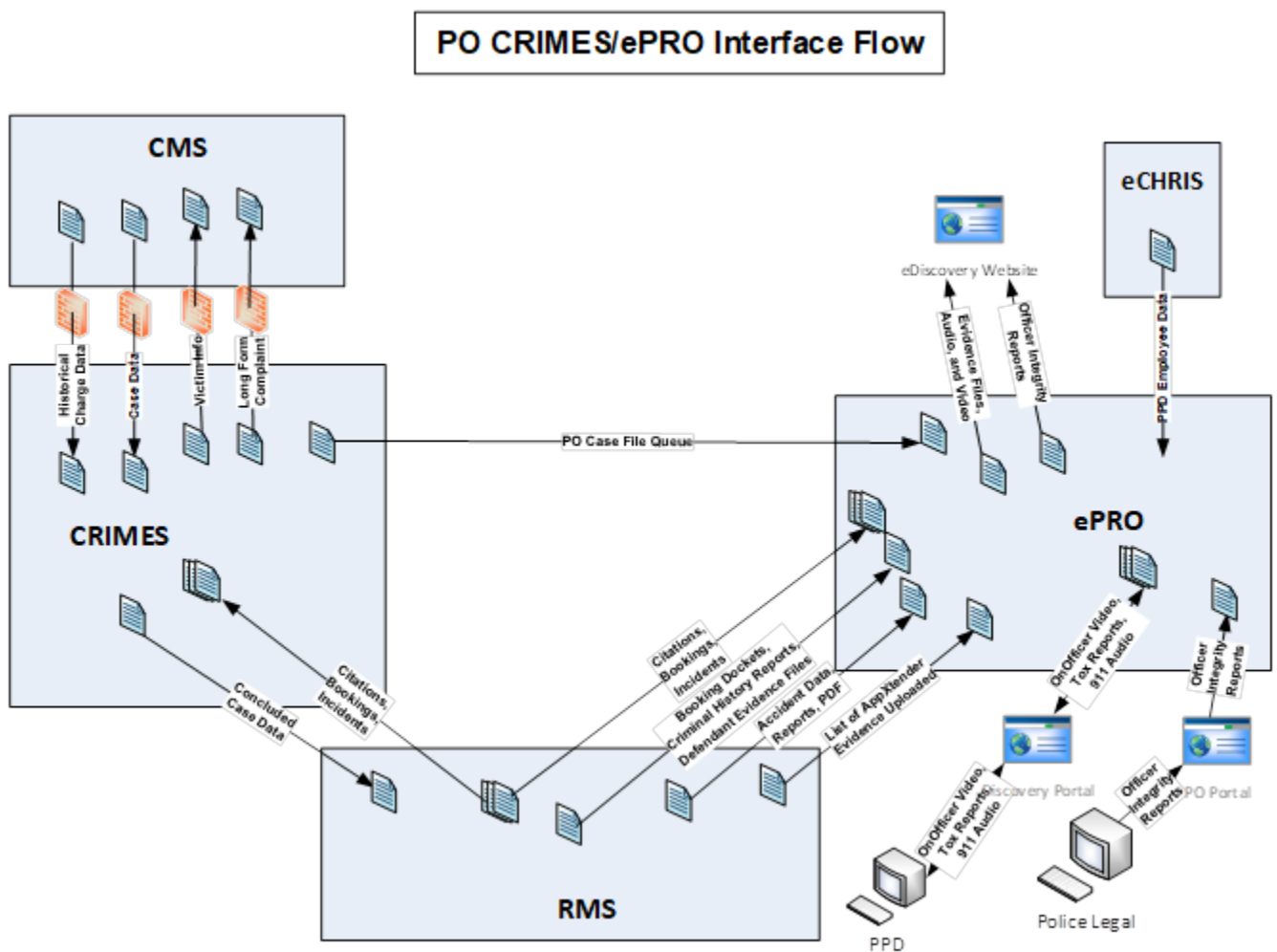


Figure 1: Current state of CRIMES/ePRO Interface Flow

3. CURRENT STATE



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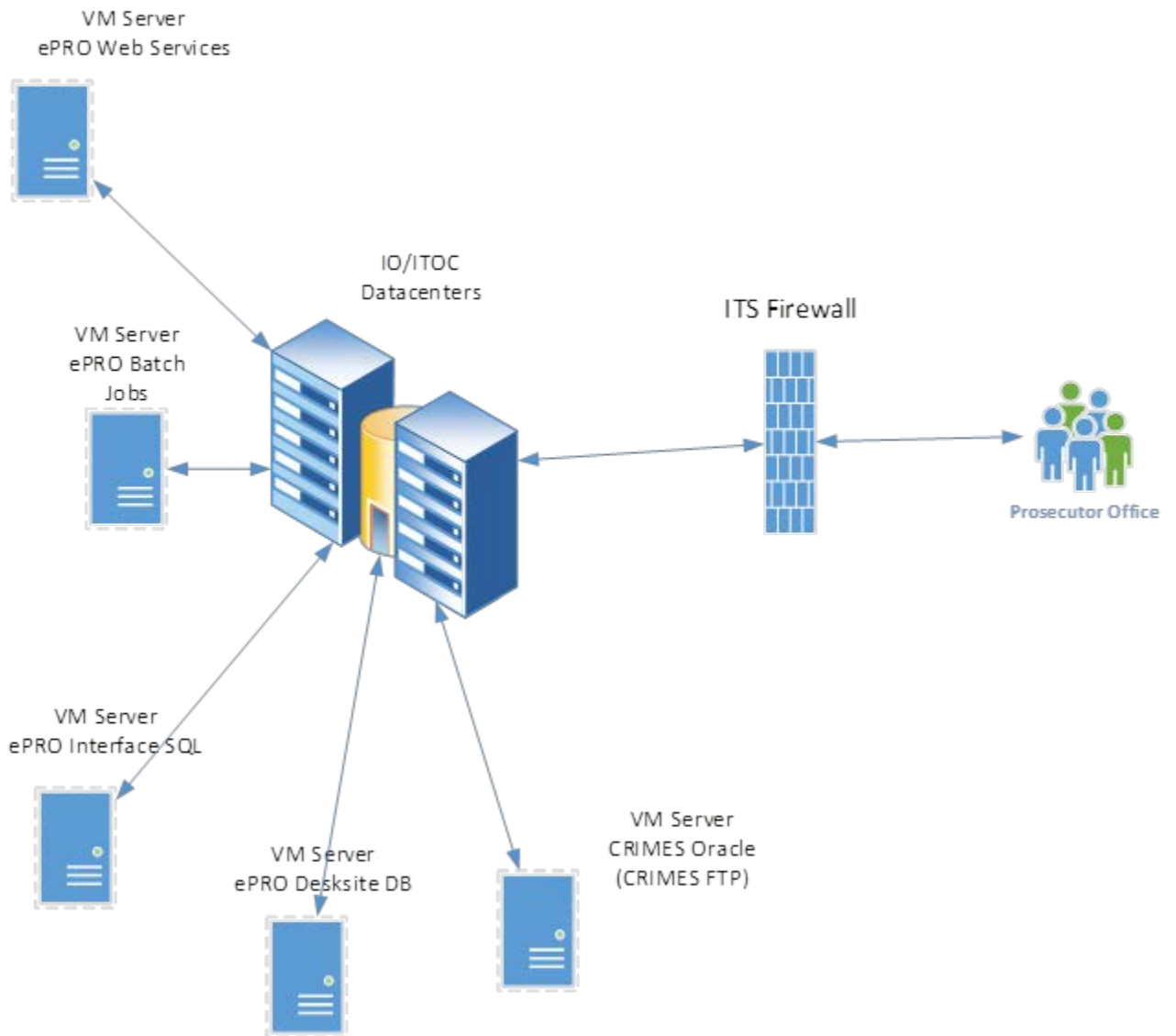


Figure 2: Current state of CRIMES/ePRO Criminal Case Management System



4. DESIRED FUTURE STATE (HIGH LEVEL)

4.1 Benefits of Future State

The PO has identified the following primary benefits of the CCMS solution:

- Provide the PO with a robust system that supports their business processes efficiently
- Provide the PO with comprehensive logical data displays located within one application
- Provide a centralized database with security and the ability to update security features on an as needed basis
- Allow for seamless interfaces with other city departments to include PPD, PMC and the City's personnel system, eCHRIS

5. BUSINESS REQUIREMENTS – For each item in Section 5, pertinent details should be included in the proposal explaining how each business requirement will be met. Include whether each business requirement is **currently available or is not available**.

5.1 General:

- 5.1.1 The PO wants the solution to be able to utilize simplified data entry methods (e.g., drop-down menus for values such as standard sentence or case status, hot-keys, auto-complete/type-ahead capability).
- 5.1.2 The solution needs to allow the Prosecutor's Office (PO) to configure the values for all code tables (e.g. offenses and offense attributes), including key case attributes such as case status, case type, etc.
- 5.1.3 The solution needs to provide the ability for the PO to configure screens, labels, fields, dashboards/views, and other user interface components.
- 5.1.4 The PO wants the solution to provide the capability for the PO to configure screens/views for teams or groups.
- 5.1.5 The PO wants the solution to provide the capability for users to tailor their preferences to the user interface without IT involvement.
- 5.1.6 The solution needs to provide the ability for the PO to configure PO-defined database fields and/or queues in the system.
- 5.1.7 The solution needs to allow the PO to define and maintain business



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rules based on case data and changes to case data, for example:

- Required fields
- Available table values (e.g., limit allowable values based on case type)
- Case attribute changes (e.g., case status, dates, event outcomes, etc.)
- Prompting for user action (e.g., next task in a workflow)
- Manual and automatic triggering of actions
- Required tasks
- Required order of tasks
- Automatic document generation
- Automatic notifications
- Automatic event and task scheduling or rescheduling
- Automatic generation of reports
- Electronic filing with multiple courts
- Electronic disclosure of evidence
- Electronic data exchanges with other systems (court, police)

5.1.8 The PO wants the solution to minimize the use of free-text fields for case and person data for ease of reporting, instead validate data from code tables.

5.1.9 The PO wants solution to accommodate and store electronic signatures that can be printed on documents.

5.1.10 The solution needs to provide PO with the ability to define field validations.

5.1.11 The PO wants the solution to be able to validate addresses against U.S. Postal Service address data.

5.1.12 The solution needs to be able to automatically capture information about the data for each field that is entered (manually and via interfaces) into the CCMS, at minimum: who entered it, when it was entered (date/time), from which computer, the “before” and “after” data values – audit trail for add/change/delete transactions on all records (cases, events, documents, etc.).

5.1.13 The solution must support a mobile responsive web experience.

5.1.14 The solution needs to be able to provide access to audit trail information to authorized users for viewing, searching, reporting,



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and other manipulation of the audit data.

- 5.1.15 The PO wants the solution to have spell-check capabilities on text and notes fields.
- 5.1.16 The PO wants the solution to provide the ability to store PO-specific instructions and procedures into the system (e.g., in the Help files).
- 5.1.17 The solution needs to be able to configure system information to allow for printing to a label printer.
- 5.1.18 The solution needs to be able to flag cases according to PO criteria.
- 5.1.19 The solution needs to be able to record event and activity information, including:
- Event Type
 - Date/time entered
 - Scheduled or due date/time
 - Status
 - Location (e.g., court room)
 - Participants
 - Notes
 - User
- 5.1.20 The solution needs to provide the ability to track Officer Integrity (Brady) designation and notify Defense Attorneys of the designation.
- 5.1.21 The PO wants the solution to provide the ability to manage Officer Integrity reports and related information (e.g. report numbers, reports, designation date, etc.) on police officers for the purpose of making this data available to defense attorneys to search/download.
- 5.1.22 The solution needs to provide the ability to track Body Worn Camera Operators and related information (e.g. camera serial number, assignment dates, etc.)
- 5.1.23 The solution needs to provide the ability to track defense attorney database information (e.g. bar number, contact information, will accept electronic service, etc.)
- 5.1.24 The PO wants the solution to provide lists and/or shortcuts to



recently viewed cases, reports, documents, etc. for the user to have quick access back to that work item or data set (e.g.: a list of recently viewed cases where the user can select one to return quickly to it).

5.2 Schedules and Calendars:

5.2.1 The PO wants the solution to integrate with the city calendaring system, Outlook, and be able define business days, business hours, holidays, weekends, and other master calendar information.

5.2.2 The PO wants the solution to provide the ability to print or export calendars, schedules, and event lists for individuals, groups, types of events, locations, dates or date ranges, upon user request.

5.3 Notes:

5.3.1 The solution needs to be able to record multiple notes (e.g. calendar of events (COE)) on cases and case participants at all points in the process (e.g., at initial filing, at adjudication, etc.) including:

- Unlimited number of characters
- Attributes about the notes (e.g., who entered it, when they entered it)
- Designation as privileged work product and/or ability to restrict access (e.g. Advocate's privileged notes)
- Designation as non-discoverable

5.3.2 The solution needs to be able to record notes on persons or entities, with same attributes as 5.3.1.

5.3.3 The solution needs to be able to record notes on events and activities, with same attributes as 5.3.1.

5.3.4 The solution needs to be able to record instructions for tasks to specific staff members that then show up in their work queue.

5.4 Alerts/Notifications/Reminders:

5.4.1 The solution needs to provide the ability for the PO to configure and use system-generated alerts, reminders, or notifications for



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events/activities, including type of notification (e.g., email, pop-up) and content.

- 5.4.2 The solution needs to provide the ability to send automatic notifications to various individuals and/or groups when key case attributes change or when events are scheduled or completed, e.g.:
- To the specially assigned prosecutor when a hearing or motion filed is scheduled on a case.
 - To the specially assigned prosecutor when any change is made to the case.
- 5.4.3 The solution needs to provide the ability to generate and assign a notification or reminder based on the following date examples:
- The date an event was entered (e.g., the date a request for information is sent to the recipient).
 - The date the event is due (e.g., the date by which an appeals motion must be filed, a charging decision needs to be made or subpoenas need to go out).
 - Advance reminders at a certain period of time before a due date.
- 5.4.4 The solution needs to be able to record/log that notifications were sent to parties related to the event.
- 5.4.5 The PO wants the solution to allow users to manually enter reminders.
- 5.4.6 The PO wants the solution to provide the ability for users to configure reminders/alerts according to their preferences (e.g., email, pop-ups).
- 5.4.7 The PO wants the solution to have the ability for staff to configure alerts on persons that notify the staff when there is activity for that person (e.g., an alert on a DV defendant that sends the S/A prosecutor an email when the defendant has any new activity).
- 5.4.8 The PO wants the solution to have a message board or alert area to post messages system-wide or for workgroups that are not attached to cases or persons (e.g. notice that system will be unavailable for a certain time period for an upgrade).



5.5 Flags:

- 5.5.1 The solution needs to be able to flag cases, person information, evidence, etc. according to PO criteria (e.g. color code evidence based on status, flag that motion was filed).
- 5.5.2 The solution needs to be able to flag person records with certain criteria, e.g.:
- officer is on the Officer Integrity (Brady) list
 - officer had a Body Warn Camera on DOV
 - DV offender
 - behavioral health defendant
 - eligible for Behavioral Health Court
 - has conditions ordered by court such as boundary restrictions
 - alcohol monitoring with home detention
 - prior *de minimus* dismissal

5.6 Document Storage:

- 5.6.1 The solution needs to be able to store, link to the related records, and retrieve electronic documents and other files (audio, video, photo, etc.) received from outside sources.
- 5.6.2 The solution needs to be able to store, link to related records, and retrieve electronic documents created by the PO within the case management system or within an external application.
- 5.6.3 The solution needs to be able to record information about the receipt of documents/files from external sources (e.g., type of document, purpose, who or where it came from, date received, etc.).
- 5.6.4 The PO wants the solution to be able to duplicate an existing case document and allow it to be revised and saved as another version.
- 5.6.5 The solution needs to provide the ability for staff to restrict access to privileged documents (e.g., Brady materials).
- 5.6.6 The PO wants the solution to allow the user to search for documents or other electronic files within the document storage



without having to know which specific record the files are attached to.

- 5.6.7 The PO wants the solution to be able to function as a brief bank for pleadings created or received, with the ability to search by content or document parameters.
- 5.6.8 The PO wants the solution to be able to store emails as documents within the system (e.g., as .PDF, .TXT, or .RTF files).
- 5.6.9 The solution needs to allow the PO the ability to purge data in accordance with existing retention policies.

5.7 Document Generation:

- 5.7.1 The solution needs to generate PO documents by pulling data from various data fields in the solution into a document per the design of the document template, according to the PO rules (e.g., charging documents, order forms, motions, subpoenas, letters, PO worksheets, etc.).
- 5.7.2 The PO wants the solution to allow the PO to configure by type of document, which documents can be edited, and which are locked.
- 5.7.3 The solution needs to automatically link system-generated documents to the related record (e.g., case).
- 5.7.4 The solution needs to allow documents that are generated from the forms and templates to be edited after they are generated as needed by the PO for the current usage, and for multiple versions to be saved.
- 5.7.5 The solution needs to be able to automatically generate documents based on triggers within the system (e.g., victim court notification letters a certain number of days before hearing date, designated subpoenas 28 days before the trial date).
- 5.7.6 The solution needs to allow documents to be generated manually by users.
- 5.7.7 The solution needs to be able to track when letters are produced (e.g., court hearing notification).



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- 5.7.8 The solution needs to be able to track and display which case documents were generated for particular case participants (e.g., letters that were generated for a particular witness or victim).
- 5.7.9 The PO wants the solution to be able to generate variations of template-created letters and documents based on the case type, crime type, or victim type.
- 5.7.10 The solution needs to be able to produce:
- Long Form Complaint
 - Notification Letters
 - Motions
 - Memos
 - Plea agreements
- 5.7.11 The PO wants the solution to be able to generate new subpoenas automatically if trial is continued.

5.8 Reports:

- 5.8.1 The PO wants the solution to provide the ability to control and configure all user and system events.
- 5.8.2 The solution needs to provide reports (pre-defined and ad hoc) that allow the user to select or enter parameters, such as text, table-driven data (e.g., case type), and dates (e.g., date ranges, “as of” dates, etc.).
- 5.8.3 The solution needs to provide the ability to “drill down” into the report data to view more detail about items on the report.
- 5.8.4 The solution needs to provide the ability to schedule and automatically run and deliver reports to users and distribution groups.
- 5.8.5 The solution needs to provide an ad hoc reporting tool that is integrated with the system.
- 5.8.6 The solution needs to provide the ability to export reports to other formats (e.g., text, PDF, Excel, XML, etc.).



5.8.7 The solution needs to provide the ability to restrict access to reports.

5.8.8 The PO wants the solution to apply the same security to report data that is assigned to users via the application security.

5.9 Statistical Reporting:

5.9.1 The solution needs to provide the ability to display case statistics and provide the ability to generate reports by various parameters and combinations of parameters, at a minimum, numbers of cases by:

- Assigned individual
- User-specified date range
- Calendar periods (months, quarters, etc.)
- Case status
- Case type
- Court settings (e.g., arraignment, trial date set, etc.) and event results
- Case disposition
- Crime type
- Charge/statute
- Diversion programs
- Location/address or beat, grid

5.9.2 The solution needs to provide the ability to “drill down” into the statistics to view the data that generated the statistics.

5.9.3 The solution needs to provide the ability to report on current group and employee workload and historical workload information.

5.9.4 The solution needs to be able to report on demographic data of case participants (victims, defendants) (e.g., age, gender, race, ethnicity, relationship between victim and defendant) for grant data.

5.10 Security:

5.10.1 The solution needs to allow the PO to configure security access to the system based on user roles (group and individual).



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- 5.10.2 The solution needs to be able to configure user security by type of access (e.g., view only, add, update, delete) and type of record (person, case, event, etc.).
- 5.10.3 The PO wants the solution to be able to configure user access to document templates.
- 5.10.4 The PO needs the solution to be able to integrate with Microsoft Active Directory for single sign-on (i.e., logging onto the network also logs the user automatically into the case management system, so user does not need to enter credentials again).
- 5.10.5 The solution needs to provide the ability to restrict access by user to certain cases.
- 5.10.6 The PO wants the solution to provide some mechanism for timing out or locking user sessions due to inactivity.
- 5.10.7 The solution needs to comply with City of Phoenix's password security policy.
- 5.10.8 The end-to-end solution needs to comply with the Criminal Justice Information Services (CJIS) Security Policy and must provide any certification of their solution's compliance.
- 5.10.9 Any support staff requiring direct access to systems connected to the PO's network needs to successfully pass a CJIS criminal background check.
- 5.10.10 Microsoft Azure Government Cloud needs to be the cloud application hosting environment used for solutions.
- 5.10.11 US Based datacenters ONLY may support the solution.
- 5.10.12 Encryption at rest and in transit needs to follow NIST standards/recommended solutions
- 5.10.13 The business plan and contract needs to define cloud exit strategies including recovery/destruction of data and verification by contractor; data ownership, and allotted timeframes for City of Phoenix data to be returned to the City in an approved data format. These proposals must be vetted by the LAW Department prior to contract signing.



5.10.14 The contract needs to include current Data Security and Confidentiality clause.

5.10.15 Vendors need to agree to follow the City of Phoenix remote access procedures and policies for system implementation and application support if remote access is required.

5.11 Search Details

5.11.1 The solution needs to provide the ability to search for person records by combinations of parameters, including name (full or partial) and other personal identifying information, key demographic characteristics (sex), identifying numbers (SSN, booking number, etc.), AKAs, Role, DOB, etc.

5.11.2 The solution needs to provide the ability to search for case records by combinations of parameters, including complaint number, report number, phone number, defendant or other participant name, assigned staff, division and defense attorney, date/date range, case type, location, case flag, etc.

5.11.3 The PO wants the solution to provide the ability to execute soundex searches on name fields, as selected by user.

5.11.4 The solution needs to provide the ability to filter, sort, and/or drill down further into all query results.

5.11.5 The PO wants the solution to provide the ability to search with wild cards (Windows standards like *).

5.11.6 The PO wants the solution to provide the ability to search cases by multiple parameters (e.g., case status, crime type, appellate status).

5.11.7 The PO wants the solution to provide the ability to search for related cases or police reports and return search results showing any cases or police reports related to that case and the reason for being related (e.g., co-defendant cases, related appeals).

5.11.8 The PO wants the solution to provide the ability to search by officer for information such as:

- Rank
- Location



- Contact Information
- Work days and shifts
- Supervisor Information
- Officer Integrity (Brady) information
- Body Worn Camera Operator Dates
- Cases subpoenaed on
- Days unavailable
- Agency

5.12 Case Details

5.12.1 The solution needs to be able to associate and display various case identifying numbers, e.g.:

- Complaint number (prosecutor long form complaint or citation number)
- Report number
- Court case number
- Appellate case number

5.12.2 The solution needs to be able to track and display attributes in a case, e.g.:

- Case status (e.g., active, open, furthered, etc.)
- Complaint number
- Charge Summary (e.g.: offense statute details, disposition, sentencing, etc.)
- Case type (e.g., DV, Community Prosecution)
- Submitting agency (e.g., Police, Parks, Animal Care & Control)
- Assigned PO staff
- Pending appeal or motion

5.12.3 The solution needs to be able to retain all future, current and past court case settings and events.

5.12.4 The solution needs to retain and display the current and original courtrooms.

5.12.5 The solution needs to be able to automatically update a case status when certain information is entered or a particular event occurs. (e.g.: warrant event happens so status changes to warrant)



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- 5.12.6 The solution needs to be able to record and maintain an unlimited number of case participants per case including:
- Defendant
 - Victims
 - Witnesses
 - Criminal justice participants
 - Participants for administrative processes
- 5.12.7 The solution needs to be able to record and maintain business or agency entities associated with a case.
- 5.12.8 The solution needs to be able to record defense attorney and all details, as well as type of representation (pro per, court appointed or private) and license status.
- 5.12.9 The solution needs to retain historical defense attorney assignment information.
- 5.12.10 The solution needs to allow the assignment of a case to a bureau, workgroup, and/or to individuals (e.g. prosecutors, legal assistant, victim advocate).
- 5.12.11 The solution needs to allow the assignment of a case to multiple groups/individuals at the same time.
- 5.12.12 The solution needs to allow the assignment of a case to both group and individual task queues
- 5.12.13 The solution needs to be able to track and display the complete assignment history of cases by workgroup, individual and special assignment.
- 5.12.14 The solution needs to provide the ability to configure electronic notifications of new case assignments to individuals and workgroups.
- 5.12.15 The PO wants the solution to support the assignment of a case to a workgroup according to predefined rules and a combination of those rules (e.g., by Trial or Community Prosecution case type or Special Assignments).



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- 5.12.16 The solution needs to be able to generate and assign bar code labels for hard-copy case files, including case and defendant name.
- 5.12.17 The solution needs to include the capability to optionally use a barcode scanner or similar function to track hardcopy case files and evidence.
- 5.12.18 The solution needs to be able to allow non-criminal or conflict case types that are handled in the PO (e.g., civil traffic appeals, liquor board violations, zoning) with the same types of processes as criminal cases.
- 5.12.19 The solution needs to provide the ability to display on-screen (for example, a “dashboard”) case assignment summary information by queue(s) and by individual.
- 5.12.20 The PO wants the solution to provide the ability to schedule prosecutor's out-of-office time (e.g., vacations, sick time, other leave), and to alert supervisors attempting to schedule prosecutors for trial or other activities during that time.
- 5.12.21 The solution needs to provide a report or screen for supervisors to use to review case updates that occurred during a user-defined time period, by courtroom, by advocate, by case, etc.
- 5.12.22 The solution needs to be able to track and update the location and current responsible party of hardcopy case files.
- 5.12.23 The PO wants the solution to be able to record and display the details about each bench warrant on the case (e.g., request date, amount, judge, approved/denied).
- 5.12.24 The PO wants the solution to be able to utilize GIS mapping data to automatically set and display police precinct, council district and city boundaries.
- 5.12.25 The PO wants the solution to be able to link incident address to Google map for user to open and view.
- 5.12.26 The PO wants the solution to be able to link a defendant's case to any co-defendants' cases.



5.12.27 The PO wants the solution to be able to link external documents or online web content to a case.

5.13 Person Information

5.13.1 The solution needs to provide unique records for each person or entity (separate from the case records) that can be reused throughout the system.

5.13.2 The solution needs to provide the ability to record information about the person:

- Name and DOB
- Demographic information (race, sex, height, weight, hair color, eye color, etc.)
- Language/Interpreter needed
- Social media accounts
- Vehicle information (make, model, year, color, VIN state)
- Unlimited person identification information (SSN, driver license number, FBI number, SID, officer serial number, etc.)
- Unlimited and multiple current and historical addresses, with the dates the address was provided
- Unlimited and multiple current and historical phone numbers for persons/entities, with the dates the phone numbers were provided
- Unlimited and multiple current and historical email addresses for persons/entities, with the dates the email addresses were provided
- Identify the type of address (home, work, business, etc.) and phone number (home, work, mobile etc.) for each entry
- Defendant's booking/arrest information (booking numbers, arrest numbers, dates, release conditions, bond info, etc.)

5.13.3 The solution needs to provide the ability to identify a person's role(s) and sub-role(s) in the case (defendant, witness, victim, etc.).

5.13.4 The PO wants the solution to be able to record the details for non-case associated roles and names to a case-related person (e.g.; victim's attorney, probation officer, caseworker, etc.).



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- 5.13.5 The solution needs to provide the ability to associate a person to different roles in different cases (e.g., defendant on one case and witness on another).
- 5.13.6 The solution needs to be able to record the primary address, email, and phone number of a person or entity.
- 5.13.7 The solution needs to provide the ability to record non-person entities such as businesses, government agencies, etc., and contact information, including notes on why they are a contact, that can be used the same way person records are used in the system.
- 5.13.8 The solution needs to have the ability to select and track a default notification method for contacts (e.g.: text messages, email, mail, etc.).
- 5.13.9 The solution needs to provide the ability to record contacts for non-person entities and their information, including notes on why they are a contact.
- 5.13.10 The solution needs to provide the ability to store and manage a table of common entities, including unlimited information for reuse.
- 5.13.11 The solution needs to be able to record and track defendant prior criminal case history (offense, status, date, jurisdiction, etc.) and related records in the case management system.
- 5.13.12 The solution needs to provide the ability to display a comprehensive person snapshot that shows relevant person details (name, DOB, SSN), criminal history, and involvements on all active and inactive cases.
- 5.13.13 The solution needs to be able to track restitution information on each case by victim, including requests, total amount requested, status of documentation, restitution ordered and payment received.
- 5.13.14 The solution needs to be able to track witness availability and reason for unavailability for trial (e.g., when witnesses such as law enforcement may not be available due to vacations, training, etc.).



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- 5.13.15 The PO wants the solution to provide the ability to have a directory of primary contacts and resources, such as records custodians, MVD Analyst or other responsible party (e.g., entity name, person contact, address, phone number).
- 5.13.16 The solution needs to provide the ability to designate an officer on the case as being on the Officer Brady List and/or having a Body Worn Camera on the Date of Violation.
- 5.13.17 The solution needs to have the ability to mark or identify which persons are to be subpoenaed.
- 5.13.18 The solution needs to have the ability to identify the type of subpoena to generate based on type of witness or case type (DV case, jury case, fire department, juvenile, etc.) manually or automatically.
- 5.13.19 The PO wants the solution to provide the ability to link and display a photo(s) with a person record for identification purposes.
- 5.13.20 The solution needs to be able to automatically provide some type of visual indicator that a person record is a juvenile.
- 5.13.21 The PO wants the solution to provide the ability to record unlimited person AKA's and DOB's.
- 5.13.22 The PO wants the solution to provide the ability to record relationships between persons (e.g., parent-child, husband-wife).
- 5.13.23 The solution needs to provide the ability to record the agency for criminal justice participants (e.g., Police Department, Parks Department, Animal Care and Control, etc.).
- 5.13.24 The solution needs to provide the ability to retain historical information on criminal justice case participants (e.g. former serial numbers, former names, former body worn camera info, etc.).
- 5.13.25 The PO wants the solution to provide tools to detect and combine/merge duplicate person records.
- 5.13.26 The solution needs to provide the ability to record multiple victim types for each victim with some set automatically based on other identifying information (e.g.: Hate Crime Victim, LGBTQ Victim, etc.).



- 5.13.27 The solution needs to accommodate entities as victims or otherwise associated with a case.
- 5.13.28 The solution needs to have the ability to document when witnesses check-in for court including date, time and additional comments.
- 5.13.29 The solution needs to provide the ability, at any point where a new person record might be created, to search for the person based on identifiers and select an existing record.
- 5.13.30 The PO wants the solution to provide the ability to track prior plea agreements and diversion agreements.
- 5.13.31 The PO wants the solution to have the ability to document when witnesses are unavailable for court.

5.14 Charging

- 5.14.1 The solution needs to provide the ability to display a comprehensive case snapshot that shows all relevant case details, configurable by PO, such as case type, status, file location/current assignment, and workflow items completed, incomplete workflow items due next, etc.
- 5.14.2 The solution needs to include a table(s) for offenses/statutes to be used for case charges and plea agreements, and allow an unlimited number of elements to be defined (e.g., effective dates, offense number, description, short description, law source, severity, offense variables (e.g., Domestic Violence eligible, Felony eligible), charging language, and victim association).
- 5.14.3 The solution needs to provide multiple configurable workflows that can guide staff through case charging processes and activities.
- 5.14.4 The solution needs to be able to record and update an unlimited number of charges that were referred/requested and charges actually issued/charged to be associated with a case, e.g.:
 - Charge Count
 - Offense Code
 - Law Source



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- Severity
 - Description
 - Charge status (charged, furthered, declined)
 - User
- 5.14.5 The solution needs to provide the ability to allow data entry, workflow, and associated document generation of the following charging related processes, for each Bureau:
- Long Form Complaint Generation of newly issued charges
 - Add-on additional charges to already filed ticket or complaint
 - Further Charges back to Law Enforcement Agency
 - Decline Charges back to Law Enforcement Agency
 - Amend cited charges
 - Dismiss filed charges
 - Substitute charges
 - Refile charges
 - ATTC Review
- 5.14.6 The solution needs to provide a dynamic offense/statute selection process that filters relevant offenses/statutes based on relevant criteria (e.g. dates of violation etc., statute number or description).
- 5.14.7 The solution needs to provide the ability to designate decline or further reasons for charges to be returned to the law enforcement agency (manually or via interface).
- 5.14.8 The solution needs to allow one or more of the case victims to be associated to each individual charge.
- 5.14.9 The solution needs to provide the ability to automatically populate and generate a completed long form complaint, further letter, or decline letter with the charge-related data from appropriate tables.
- 5.14.10 The solution needs to provide the ability to designate, track and display disposition and sentence data for each issued charge, including terms of probation.
- 5.14.11 The solution needs to track changes in charges from the point of arrest or initial filing through disposition and completion of the sentence for mandatory disposition tracking and reporting purposes.



5.14.12 The PO wants the solution to allow multiple workflows to be configured for different case types.

5.15 Plea Agreement

5.15.1 The solution needs to have the ability to manage plea agreement term and plea document generation processes whereby a user can generate a complete electronic plea agreement with little to no data entry.

5.15.2 The solution needs to have the ability to manage and designate numerous plea terms for each offense/statute.

5.15.3 The solution needs to have the ability to allow configuration to designate start and end dates for each term, minimum and maximums for each term, term priority for display, term type (integer, alpha, mandatory, etc.), and ability to designate terms for offenses with priors (e.g. mandatory DUI 1st offense terms v. mandatory DUI 2nd offense terms) and standard plea reductions per policy (e.g. plead to a first offense, but receive higher terms).

5.15.4 The solution needs to have the ability to manage fine schedules and fee schedules that automatically calculate the total amount for the fine term (mandatory surcharge calculations, court fees, etc.).

5.15.5 The solution needs to have the ability to manage and designate multiple regular plea templates and diversion plea templates that are both defaulted to each offense/statute and can be manually selected.

5.15.6 The solution needs to have the ability to link or unlink multiple cases together to generate a consolidated plea agreement.

5.15.7 The solution needs to have the ability to allow the user to edit terms, within any set ranges, and set plea type (guilty, no contest, dismiss, etc.).

5.15.8 The solution needs to have the ability to associate victims and restitution amounts as part of the plea term review process.

5.15.9 The solution needs to have the ability to track the details of plea agreement creation, edits, disclosure, and acceptance of plea by court.



5.16 Case Evidence

- 5.16.1 The solution needs to have the ability to manage evidence retention, storage, ordering, and disclosure processes including types, default order method, default order email address, order template, redaction decision required designation, receipt via interface, discoverable designation, and confidential designation.
- 5.16.2 The solution needs to be able to store, link to the related records, and provide access to the stored electronic documents and files obtained or received from other agencies (law enforcement reports, videos, photos, audio, medical records, certified copies of convictions, etc.).
- 5.16.3 The PO wants the solution to have a drag and drop ability to store electronic documents and files, as well as to link them to case records.
- 5.16.4 The solution needs to be able to record information about the receipt of evidence files from external sources (e.g., type of evidence, who or where it came from, date received, etc.).
- 5.16.5 The solution needs to automatically convert any Word, email (e.g. Outlook .msg), etc. documents to PDF upon attaching to the case.
- 5.16.6 The solution needs to be able to duplicate an existing evidence file, and save a redacted version (e.g., any evidence with a victim must be redacted), keeping both the original and redacted copies.
- 5.16.7 The solution needs to have the ability to manage rules related to an electronically redacted copy of evidence both before and after redaction.
- 5.16.8 The PO wants the solution to have the ability to automatically redact designated fields on reports received via interface based on configurable criteria.
- 5.16.9 The solution needs to be able to require authorization on certain designated evidence types that require redaction review before disclosure is available. (e.g. reports, photos, audio and video).



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- 5.16.10 The solution needs to allow the user to designate that redaction-required evidence has been reviewed and redacted or does not need redaction, thus approving it for disclosure.
- 5.16.11 The PO wants the solution to be configurable to allow triggering of an approval process after statutorily required redaction review of protected evidence.
- 5.16.12 The solution needs to be able to disassociate evidence from a case.
- 5.16.13 The solution needs to be able to designate evidence as non-existent, and ability to attach optional related PDF memo (e.g. disclosable "does not exist" memo from police).
- 5.16.14 The solution needs to be able to designate whether evidence exists only as a hard copy and track and display physical location. (e.g. store videos with unique codex).
- 5.16.15 The solution needs to be able to both allow a user to create a manual evidence order (e.g. email, interface, etc.) and be able to automatically generate an evidence order based on configurable criteria and triggers (e.g. DUI statute automatically orders toxicology reports).
- 5.16.16 The PO wants solution to be able to allow users to manually or automatically reorder evidence based on configurable criteria.
- 5.16.17 The PO wants the solution to be able to allow the display of a list of placeholders for items of evidence that need to be accounted for, including evidence that a user can retrieve (e.g. evidence not yet available).
- 5.16.18 The PO wants the solution to provide the ability to automatically generate and attach as items of evidence officer integrity notices or body worn camera operator notices for officers associated with the case as an item of evidence for disclosure.
- 5.16.19 The solution needs to provide the ability to print and email one or more items of evidence, either redacted or original copy.
- 5.16.20 The solution needs to be able to restrict the contents of the discovery packet to only evidence files marked as disclosable



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(e.g. only approved copy - redaction or approved original and not confidential).

- 5.16.21 The solution needs to be able to disclose all eligible evidence in the discovery packet at one time.
- 5.16.22 The solution needs to be able to record information about the discovery packet disclosure, including the user, date, time, computer, and what was disclosed.
- 5.16.23 The solution needs to be able to include non-printable electronic files in the discovery packet (e.g., audio and video files).
- 5.16.24 The solution needs to have the ability to generate standard discovery documents (e.g. Disclosure Notice and Request for Discovery) and include within the discovery packets.
- 5.16.25 The PO wants the solution to have the ability to automatically replace and redisclose standard discovery documents (e.g. Disclosure Notice and Request for Discovery) based on designated triggers.
- 5.16.26 The solution needs to have the ability to generate and electronically provide a copy of the discovery packet to only the assigned defense attorney.
- 5.16.27 The solution needs to provide the ability to allow disclosed evidence to remain accessible for a configurable amount of time after it is disclosed.
- 5.16.28 The solution needs to generate a notification to the defense attorney that the discovery packet is available for retrieval.
- 5.16.29 The PO wants the solution to have the ability to automatically re-publish or regenerate the discovery packet in the event that the assigned defense attorney changes, or manually upon request.
- 5.16.30 The solution needs to have the ability to re-publish or regenerate discovery packet in the event that new evidence is disclosed.
- 5.16.31 The solution needs to be able to record information about each time the discovery packet was disclosed, received, viewed, and downloaded by the defense attorney for each piece of evidence.



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- 5.16.32 The solution needs to have the ability to track when a user performs a manual disclosure to a pro per defendant.
- 5.16.33 The PO wants the solution to provide the ability to copy or duplicate individual or multiple pieces of case evidence to another case.
- 5.16.34 The solution needs to provide the ability to display evidence and its attributes (e.g.: status, type of evidence, user, date, etc.).
- 5.16.35 The PO wants the solution to provide the ability to sort evidence by its attributes (e.g.: status, type of evidence, user, date, etc.).
- 5.16.36 The PO wants the solution to have the ability to electronically receive and manage motions and evidence from defense attorneys.
- 5.16.37 The PO wants the solution to have the ability to maintain and allow secure access to active defense attorneys to search and download officer integrity reports (Brady).

5.17 Interfaces

- 5.17.1 The solution needs to provide the ability to accept person and case data and evidence files from other systems electronically (e.g., police report information, documents, video, audio, and photo files from police records management systems, person records from the court system, officer data from City ITS), and create/update case/person data.
- 5.17.2 The solution needs to be able to distribute information and documents electronically to other systems (internal and external police, court, etc.).
- 5.17.3 The solution needs to be able to send official court documents electronically in the future. (e.g. efilings)
- 5.17.4 The solution needs to be able to integrate with the city email system (Exchange/Outlook) for scheduling and notification.
- 5.17.5 The PO wants the solution to be able to import or access staff out-of-office schedules from eChris (Phoenix Personnel System).



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- 5.17.6 The PO wants the solution to provide portal(s) to allow for the secure exchange of data, documents, and/or notifications between the PO and individuals and outside agencies (e.g.: victims, diversion, etc.)
- 5.17.7 The PO wants the solution to allow the portal(s) to be accessed through dynamic or static secure logins managed by the PO.
- 5.17.8 The solution needs to have the ability to share the generated plea document and data with internal and external partners (email, interface, etc.).

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6. METHOD OF APPROACH

6.1 Project Planning, Project Management and Project Staffing

6.1.1 Describe the project management methodology and tools utilized. Provide examples of all the standard project documents utilized, including:

- Project plan, including resources, milestones, key dates, and deliverables
- Project communications plan
- Status reports
- Issue list
- Change management procedures and documents

6.1.2 The City expects that the project staff be dedicated to the PO project. If project staff will work on any other projects at the same time, describe their other assignments and explain how they would not impact this project.

6.1.3 Provide Project Staffing profiles, including types of roles and experience level

- Executive Level
- Technical Leadership
- Project Manager
- Post Go-Live Staff

6.1.4 Describe the risks for a project of this size and complexity, steps the Proposer would take to mitigate these risks, and recommendations for the City to mitigate risks.

6.1.5 Describe in detail the project management, solution support, and other professional Services the Proposer provides, the staff that will provide them and the tasks for which they will be responsible (for example, Software installation, system configuration, business process review, etc.), and estimated amount of time for each task (for example, court system interface development, 2 developers, 4 weeks). Ensure both the project perspective and operational support perspective are covered. Details must be provided in a table format as follows:

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Task/Service	Staffing (Number/Type)	Time
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6.1.6 Note any project tasks that are recurring, and the time period in which they will occur (for example, project status meeting, 2 hours monthly). Details must be provided in a table format as follows:

Task/Service	Staffing (Number/Type)	Time/Period
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6.1.7 Describe the staff that the City must provide for each task, the capabilities of the staff and the amount of time they will be required for each task, for one-time project tasks and recurring tasks. Ensure both the project perspective and operational support perspective. Details must be provided in a table format as follows:

Task/Service	Staffing (Number/Type)	Capabilities, Skills, Knowledge	Time
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6.1.8 List the company staff the Proposer plans to use for this installation and attach their resumes detailing their qualifications and experience with projects this size, scope, and complexity. The City expects that this staff would be dedicated to the City of Phoenix project. If the Proposer plans to have this staff working on any other projects at the same time, describe their other assignments and explain how they would not impact this project. The City reserves the right to request changes to the Proposer’s project staff.

6.1.9 Using the Statement of Work Outline below, draft a detailed Statement of Work that would be used to formalize the activities, deliverables, responsibilities and timeline for this project.

**Statement of Work - Outline
Analysis and Design**

- Functional Requirements Review – produces final document to agree on what the system will do and will not do
- Business Process Review
- Documents/Forms Review
- Reporting Review
- Data Conversion Source Data Review
- Interface Requirements Review
- System Design Document – states how solution fulfills the agreed requirements, must be signed off prior to configuration/design begins



Configuration

- Installation of test hardware environment
- Software installation into test environment (servers and clients)
- System administrator training (database maintenance, security patching, backups, etc.)
- Business analyst training
- Software configuration
 - Code tables, statutes, etc.
 - Business rules, workflows, events, notifications
 - Document/template creation
 - Screens and labels
 - Reports development
 - Integration with City email/calendaring system
- Configuration Document must be signed off prior to interface development and data conversion begins

Design and Documentation of to-be business processes Interfaces

- Review of required interfaces and data exchanges
- Recommendation for approaches for each
- Determination of responsibilities and assignment of staff
- Development of interfaces and exchanges
- Testing
- Acceptance

Data Conversion

- Review and selection of source data to be converted
- Training of City staff on process and tools
- Recommendations for data cleaning and transformations
- Identification of test cases
- Development of conversion program
- Test conversions (minimum of 2 iterations) of data into test environment
- Validation of conversion with test cases
- Acceptance of conversion
- Final conversion into production environment



Testing

- Development of test plan/strategy document must be signed off prior to training
- Development of test cases for user acceptance testing
- Historical data test conversion
- Execution of test cases
- Defect reporting
- Fixes for Software bugs or configuration problems

Training

- Training Plan must be developed and signed off prior to training execution
- Training schedule
- Technical administrator training
- System administrator training (for business owners/decision makers)
- End user training based on staff roles
- Primary data entry (records, filing)
- Document generation
- Role-specific training (case management for attorneys, supervisors)
- Queries and reporting

Go-live

- SLA Agreement Document must be in place prior to PROD cutover
- Installation of production environment
- User practice and evaluation
- Determination of readiness
- Determination of go-live vs. post-live functionality
 - CRIMES/ePRO replacement – case intake/entry, evidence obtention, redaction, tracking and storage, event entry, calendar generation, work queues
 - Automatic document generation (Victim letters)
 - E-filing (if available at go-live)
 - Case assignment/management
 - Electronic discovery
 - Scanning of paper documents
 - Interfaces
- Final data conversion
- Go-live support

- Post-live



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- Warranty support
- Implement post go-live features
- Project close-out

6.2 Training

- 6.2.1 Describe in detail the types of training provided for the following, including type of participant, length of training, etc.
- Technical system administrator – understanding of the overall system architecture, interface configurations, data import/export capabilities, backups, etc.
 - Business-side administrator – workflow configuration options, code table entry, business rule configuration, document/template creation, etc.
 - End-user – tailored to business functions (heavy data entry, role-specific, queries and reporting)
 - Other types of training provided
- 6.2.2 Describe the training methodology utilized (direct training by company staff, train-the-trainer, computer-based, practicum, etc.) including a recommended amount of hands-on training needed before going live.
- 6.2.3 Provide details on the number and type of classes provided, the number of students per training session, required facilities and tools, etc.
- 6.2.4 Describe the training materials utilized – manuals, on-line help, quick reference guides, etc. Attach copies where possible.
- 6.2.5 Provide a copy of an actual training plan the Proposer has utilized in implementations for other customers of similar size and complexity.
- 6.2.6 Describe the assistance and training provided during go-live and post-live to ensure that users are successfully using the new system.

6.3 Technical Support and SLA

- 6.3.1 The PO expects service availability commitment from 6 a.m. to 6 p.m. 7 days a week, at a minimum. Describe the Proposer's ability to meet this commitment and provide the cost for additional service



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availability commitments of 24-hour coverage Monday – Friday with 6 a.m. to 6 p.m. weekend coverage and for 24/7 coverage. All coverage times need to be for Arizona time zone.

- 6.3.2 Provide customer support process documentation, including capabilities, procedures, roles and responsibilities, and facility/technical requirements (e.g., remote access to systems).
- 6.3.3 Provide a copy of transition plan from implementation to regular support.
- 6.3.4 Provide the mechanisms that the solution uses to provide assistance with troubleshooting system problems (e.g., error logs, writing to Windows Event logs, etc.). Note: This is not the same as application error messages provided to end-users when they use the solution.
- 6.3.5 Provide documentation on how known issues are communicated to customer base.
- 6.3.6 Provide the procedures for the reporting and resolution of various types of issues, e.g., bugs, change requests, enhancements, etc.
- 6.3.7 Provide the organizational structure of support team (e.g., tiers, involvement of development staff).
- 6.3.8 Describe service availability commitment for non-business hours. Provide the cost (if extra) in the Pricing Worksheet.
- 6.3.9 At a minimum, the PO expects vendor support methods to include phone, email and remote connectivity. Describe in detail support of these methods and any others the Proposer utilizes, including phone, email, website, remote connectivity, on-site, etc.
- 6.3.10 Provide SLA agreement document describing and classifying the urgency of support issues (e.g., system down, critical, routine, etc.) along with the response times for each classification and the resolution times for problems of each level.
- 6.3.11 Provide escalation procedures for support issues.
- 6.3.12 The City of Phoenix requires a minimum uptime of 99.7% for the CCMS solution (including scheduled and unscheduled downtime, to be measured by the City's Central IT's System Engineering).



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Provide documentation on the level of uptime achieved by the proposed architecture.

6.4 Documentation:

6.4.1 Describe the other reference material and documentation provided, including:

- System administrator manuals
- Configuration documentation
- Interface documentation
- Upgrade instructions or manuals
- Data dictionary
- Entity relationship diagrams
- System design documentation
- Business process documentation
- Any other documentation provided to the customer

Attach examples of each.

6.4.2 Describe the documentation provided with new releases of the Software (e.g., user manuals, “what’s new” guides, etc.).

6.5 User Group and Conferences

6.5.1 Provide details regarding any user groups (national, by region, by state) the Proposer may sponsor.

6.5.2 Provide details regarding any user group conferences the Proposer may sponsor, including where and how often they are, any activities that are included (e.g., training, roundtables, consulting) and typical customer attendance numbers.

6.5.3 Describe any on-going training opportunities the Proposer may provide for system administrators, subject matter experts, document authors, etc.

7. TECHNOLOGY ARCHITECTURE

The PO requires that both a test/training environment and a production environment be set up. Also, the PO would like to understand any differences between the options of a client on-premise system, a vendor-hosted system and a cloud system. Please keep this in mind when responding to this section.



7.1 Solution Overview

- 7.1.1 Provide the length of time and the current version the proposed product has been on the market and the number of releases there have been since its initial release.
- 7.1.2 Describe the process for the discontinuation of support for a prior software release while also describing:
 - The number of separate major releases that are currently supported
 - The standard policy for supporting prior software releases
- 7.1.3 Describe the functional architecture of the solution.
- 7.1.4 Describe the data model at a high level, including the key record types and the relationships among them.
- 7.1.5 Describe how the solution can be configured or tailored at the agency level to meet the PO's needs, including:
 - Software components that can be agency-configured (e.g., settings, code tables, business rules, workflows, screen layouts, field names, agency-definable data elements, document template, etc.)
 - Assistance provided by the Proposer with initial configuration
 - Process and support for on-going configuration needs
 - Ability to set up and test configurations in a test system and copy or propagate the new configuration information to the production system
- 7.1.6 Describe how the solution can be tailored by the end users for their personal preferences (e.g., favorites, user interface look and feel, dashboards, hotkeys, etc.).
- 7.1.7 Describe the on-line help capabilities of the solution.
- 7.1.8 Describe the application-level security model of the proposed solution (e.g., user setup, roles, groups, password rules, access logs, granularity of security, etc.).
- 7.1.9 List the national criminal justice data exchange standards with which the solution complies.



- 7.1.10 List the functionality offered as part of the base product.
- 7.1.11 List the optional modules that are available and which ones are recommended for this installation.

7.2 Technology Questions

- 7.2.1 Describe the architectures of the proposed solution for both on-premise and in-cloud, e.g., application servers, database servers, web servers, client machines (internal to City network and external), load balancers, reporting servers, and so forth. Provide details on any technology used by the proposed solution that does not match the City’s current environment. For external usage, the solution’s compliance will need to meet ADA requirements.
- 7.2.2 Provide an architectural diagram of the configurations being proposed.
- 7.2.3 List the type(s) of Software environments the Proposer’s solution has (e.g., web-based, premise-hosted, in-cloud, etc.). If supporting more than one type of client, describe which recommendation for which circumstances.
- 7.2.4 Assuming the solution supports the latest, publicly available versions of Internet Explorer, Chrome, Safari, and Firefox, please specify versions that may not be supported by the proposed solution.
- 7.2.5 Describe the communication among the database, application, clients and other system components, including security.
- 7.2.6 Describe the development tools, programming languages, technology, and environment used to build the Proposer’s solution (e.g., Microsoft .NET Framework), including whether the solution uses a service-oriented architecture.
- 7.2.7 Describe company’s software development approach or methodology that utilized (e.g., Agile, Waterfall, RAD, etc.); include how long this approach has been utilized and the development process.
- 7.2.8 List any third-party software product alliances participated in by the Proposer and describe how this benefits customers.



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- 7.2.9 List all relational database management system(s) the proposed solution utilizes, defining whether they are ODBC-compliant or not. If there are multiple databases, describe the criteria used for recommending one over the other(s) to customers.
- 7.2.10 List any ad hoc reporting tools the Proposer's solution utilizes and describe their capabilities.
- 7.2.11 List any industry standard reporting tools (such as SQL Server Reporting Services, Crystal Reports, etc.) that can be used with the Proposer's solution.
- 7.2.12 The PO expects that the solution integrates with MS Outlook. Describe how the solution integrates with MS Outlook and what mechanism it uses to do so (e.g., SMTP protocol).
- 7.2.13 Describe the solution's ability to support data extraction into a third-party data warehouse (containing data from PO and other criminal justice agency sources).
- 7.2.14 Describe the recommended strategy for data and system backups.
- 7.2.15 Describe any known conflicts the Proposer's solution has with any other software (infrastructure software, applications, etc.).
- 7.2.16 If offered, describe vendor-hosted solution and how the vendor-hosted solution is managed.
- 7.2.17 The PO expects the solution to integrate with Active Directory and support single-sign-on. Describe how the security model meets this and any other integrations including whether it supports multi-factor authentication, and multiple levels of security for internal and external users.
- 7.2.18 Describe if and how preliminary testing of the integrations to validate/verify integrations to Active Directory will be performed.

7.3 Server Hardware, Third-Party Software, and Network Requirements:

- 7.3.1 Provide a list of server hardware required for the proposed solution. Specify hardware that can handle 30 years of history and 6 years of future data. Be as specific as possible with version (including whether standard or enterprise versions are required).



- Supported manufacturers
- Virtual servers supported
- Number of servers (or each server required, provide the following items):
 - Number of this type of server required
 - Type of server (DB, application, etc.)
 - Number/speed of processors
 - Memory
 - Disk space and configuration (virtual drives, RAID, etc.)
 - Network interface
 - Power
 - Other hardware (CD drive, etc.)
 - Operating system/version
 - Database management system and version (if required)
 - Other required software (Microsoft IIS, .Net framework, etc.)
 - Third-party software and versions

7.4 High Availability and Disaster Recovery

7.4.1 The PO requires the solution to be available for 24 hours per Day, 7 Days per week. The maximum downtime in the event of a failover should be 20 minutes. Provide details about the recommended server configuration including:

- Virtualization
- Storage Configuration (SANs, etc.)
- High Availability
- Load Balancing
- Fault Tolerance/Redundancy
- Failover
- Backups

7.5 Client Requirements:

7.5.1 Provide the hardware requirements for the client machines, including:

- Supported manufacturers
- Number/speed of processors
- Memory
- Disk space
- Network interface
- Other hardware



- Operating system/version
- Other required software and versions (e.g. Internet Explorer, .NET, etc.)
- Third party applications and versions and their use (e.g. Microsoft Word, Adobe Reader, etc.)

7.6 Unique Hardware and Software Requirements:

7.6.1 Describe any specific hardware or software required or recommended for use with the proposed solution. Provide details on the following categories:

- Product name and model
- Manufacturer
- Purpose

7.7 Maintenance and Upgrades

7.7.1 Provide a detailed description of the required and recommended preventative maintenance plan and schedule for the solution (e.g., database maintenance, backups, etc.).

7.7.2 Provide recommended internal City of Phoenix staffing required to support the solution on an on-going basis (e.g., number and roles of server support, database administrators, desktop support, business staff, development staff, etc.).

7.7.3 Describe the installation process for new releases of the Proposer’s solution and how its supported (e.g., on-site, remote installation, etc.), including any documentation provided, length of time a typical upgrade takes to install, estimated system downtime expected during upgrades, and the recommended internal technical support to support it.

7.7.4 Describe the installation process for new releases of the Proposer’s solution and how they’re supported (e.g., on-site, remote installation, etc.), including any documentation provided, length of time a typical upgrade takes to install, estimated system downtime expected during upgrades, and the recommended internal technical support to support it.

7.7.5 Describe release frequency for the following:



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- Major Upgrades (e.g., major rewrites, significant new modules, user interface revisions)
- Periodic Updates (e.g., Enhancements to existing solution, new features, Updates to underlying technology, etc.)
- Bug fixes

- 7.7.6 Describe support plan for prior versions of the solution, including the length of time support is provided and the support policy for customers who are not on current versions.
- 7.7.7 Describe how what fixes, enhancements, and new features to include in major upgrades and periodic updates are determined.
- 7.7.8 Provide the formal process used for requirements gathering, including to what extent input is solicited from existing customers and any other factors that are considered.
- 7.7.9 Describe how software is updated when a major new operating system is released; include how soon after the release these updates are supported and whether solutions are released that rely on any technology no longer supported by the vendors of the operating system or database management system.
- 7.7.10 Describe the policy with regards to customer application of patches/updates to operating systems, database management systems, browsers, and other underlying technology.
- 7.7.11 Describe testing performed on new versions prior to release to customers.
- 7.7.12 Describe the quality assurance process.
- 7.7.13 Describe the process used to inform customers of the items (bug fixes, Enhancements) included in new releases and any prerequisites needed for installing the new version.
- 7.7.14 Provide the timeframe for plans to release the next major upgrades/enhancement versions and warranty/bug fixes.
- 7.7.15 Describe product development roadmap for the next 18 months (enhancements, new features, technology updates, etc., to be included in upcoming releases).



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7.7.16 Describe the process to deal with mandatory changes required by a Court, Legislature, Council, or other governing authority over recent clients.

7.7.17 Describe the process to fix discovered problems and omissions.

7.7.18 If Cloud solution is chosen, provide the following information: Who is responsible for the backups? What is the rotation? What is the frequency? System availability, performance, and reliability.

7.8 Interface and Data Exchange

7.8.1 Describe the recommendations the Proposer would give regarding the development and implementation of the existing and potential interfaces and data exchanges described above.

7.8.2 Describe the types of interfaces developed, including whether they are unidirectional or bi-directional, and the technologies the Proposer has used (API, web services, SOA, etc).

7.8.3 Describe the interfaces developed for any of the following and how many of each type of system the Proposer has developed interfaces for:

- Court case management systems
- Police records management systems
- Human Resources Information Systems
- Email systems
- Disclosure

7.8.4 List the interfaces developed to include the following information:

- Customer
- Vendor and System Name
- Type of System Interfaced (e.g. police, court)
- Type of Interface (technology used)

7.8.5 Provide a list of any other vendors or customers who have developed these interfaces with the Proposer's software, the type of system and for which customers to include the following information:

- Customer

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- Vendor and System Name
- Type of System Interfaced (e.g. police, court)
- Type of Interface (technology used)

7.9 Application Modifications

It is the PO's intention to purchase and implement an off-the-shelf case management system, and to limit any custom programming, instead relying heavily on the configurability of the selected Proposer's Software to meet our business requirements. However, we do foresee the possibility that there may be some missing functions or features that we would deem important enough to ask the Proposer to build into their base product, for the benefit of both the PO and the Proposer.

- 7.9.1 Describe the Proposer's company's policy on this, including whether this has been done this in the past for other customers, the effect this would have on support costs, and the impact it would have to future upgrade activities.



8. OFFER SUBMITTAL REQUIREMENTS

Tab 1 – Business Requirements

- This tab shall include responses to items within Section 5 “Business Requirements” of Section V – Scope of Work.
- In an organized manner, the proposer shall provide a status for each business requirement and whether the item is:
 - currently available,
 - available in the future, or
 - not available
- Any additional notes for each business requirement shall be included

Tab 2 – Pricing Submittal Worksheet (Attachment A)

- This tab must include a hard copy **and** electronic copy (such as a CD or flash drive) of Attachment A - Pricing Submittal Worksheet in the proposer’s original Microsoft Excel Format and PDF Format. The electronic Excel spreadsheet must be submitted unlocked and without password protection. Both the hard copy **and** electronic copy must be submitted in a sealed, opaque, separate envelope from the rest of the proposal submission.
- Pricing must clearly describe the following:
 - Licensing and/or Subscription Pricing
 - Annual Maintenance Cost
 - Implementation Cost
 - Data Migration Cost
 - Training Cost
 - 10-year Total Cost of Ownership (TCO)
 - Year-over-year annual maintenance percentage increase for years 6-10
- Proposers must submit a firm fixed price proposal which shall include all project management, supervision, labor, materials, equipment, and testing instrumentation necessary to fulfill the scope of this RFP.
 - Please include costs for any of the hosting options the Proposer provides (on-premise, vendor-hosted, and/or cloud).
 - Describe the Software licensing model the Proposer’s company uses (by site, named user, concurrent user, seat, etc.), including any alternatives for licensing that are offered and a recommendation for this installation.
 - Provide any additional licensing costs for building a test/training environment.
 - Provide any additional licensing costs for a backup site/installation (failover, etc.).
 - Describe how the cost of annual maintenance is calculated.
 - Describe any discount maintenance fees for multi-year Contracts.



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- Describe any discounts offered, e.g., volume discounts, multi-year maintenance agreements, etc.

Tab 3 – Company Overview, Qualifications, and Experience

- This tab must include a brief executive summary that includes an overview of organization, qualifications and experience:
- Official Corporate or Agency Name
- Date Established
- Business Address(es)
- Number of employees
- Offeror Contact Information Including:
 - Name
 - Title
 - Telephone Number(s)
 - Email Address
 - Mailing Address
- Authorized Contact Information Including:
 - Name
 - Title
 - Telephone Number(s)
 - Email Address
 - Mailing Address
- Organization Information
 - Organization Type (i.e. Corporation, Partnership, or Sole Proprietorship)
 - Company Ownership (including fractional ownership)
- A detailed organizational chart of the proposed Project Team
 - Resumes for all proposed implementation team members including proposed subcontractors.

Tab 4 – Financial Statements

- This must include the following:
 - Two copies of the Contractor's last 3 years of audited financial statements, annual reports, or equivalent reports must be provided.
 - A copy of the Proposer's comprehensive Dunn & Bradstreet report
 - The statements must describe:
 - Company ownership (including fractional ownership)
 - Company investors
 - Any information pertaining to the potential sale of the company
 - Any/all lawsuits

Tab 5 – Method of Approach

- This tab must include the following:



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- Project Planning
 - Describe the project, management methodology, and tool utilized. Provide examples of all the standard project documents utilized including:
 - Project plan, including resources, milestones, key dates, and deliverables
 - Project communications plan
 - Status reports
 - Issue list
 - Change management procedures and documents
 - Provide Project Staffing profiles, including types of roles and experience level for:
 - Executive Level
 - Technical Leadership
 - Project Manager
 - Post Go-Live Staff
- Project Management
- Project Staffing
- Training
- Documentation
- User Groups and Conferences

Tab 6 – Technology Architecture

- This tab must include the following:
 - Solution Overview
 - Technology
 - Server Hardware, Third Party Software and Network Requirements
 - High Availability and Disaster Recovery
 - Client Requirements
 - Unique Hardware and Software Requirements
 - Maintenance Upgrades
 - Interface and Data Exchange
 - Application Modifications

Tab 7 – References

- This tab must include the following reference information:
 - A minimum of five references for clients to include:
 - Client / Agency Name and Address
 - Current Contact Information (Name, Title, Phone Number and Email Address)
 - Date in Production
 - Solution Version



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- Interfaces in Place (list)
- Number of Users
- Volume of Cases Handled
- Provide a complete list of customer sites that have deployed proposed solution in the production environment
- Provide the number of new installations of the proposed solution completed in 2017, 2018 and 2019. Completion mean that the customer is now using the solution in the production environment
- Provide customer retention rate
- Provide a list of customers who have terminated services within the last five years. The customer list must include contact information (name, telephone number and email address) and a detailed explanation for each termination.
- Provide a list of projects that were terminated mid-project. List must include who initiated termination (Offeror or customer), customer contact information (name, telephone number and email address) and a detailed explanation for each termination.

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SECTION VI – SUBMITTALS

1. COPIES:

Please submit one original, one copy, and one electronic copy (portable drive or CD) of the Submittal Section and all other required documentation.

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).

2. OFFER SUBMITTAL FORMAT:

The written offer should be:

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

Tab 1 Business Requirements

Tab 2 Pricing Submittal Worksheet (Attachment A) (hard copy and electronic copy [CD or flash drive] must be sealed in separate Tab 2 envelope)

Tab 3 Company Overview, Qualifications, and Experience

Tab 4 Financial Statements

Tab 5 Method of Approach (SLA included)

Tab 6 Technology Architecture

Tab 7 References

Tab 8 Submittal Section

Tab 9 Signed Addenda

3. COSTS AND PAYMENTS:

3.1 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

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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.

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OFFER

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 solicitation and any written exceptions in the offer.

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

Taxpayer's Federal Identification No.: If recommended for contract award, Bidder 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 Bidder 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.

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

 Authorized Signature

 Date

 Verify Name and type of company
 (LLC, Inc., Sole Proprietor)

 Printed Name and Title
 (Member, Manager, President)

Address _____
 City, State and Zip Code _____
 Telephone Number _____
 Company's Fax Number _____
 Company's Toll Free # _____
 Email Address _____

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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
Ed Zuercher, City Manager

_____ Awarded this ____ day of _____ 2019
Director or delegate, Department

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.



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

1. Name of person submitting this disclosure form.

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First	MI	Last	Suffix
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2. Contract Information

Solicitation # or Name:

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

--

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

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

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

--

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:

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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:

8. Notice Regarding Prohibited Interest in Contracts

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:

9. Acknowledgements

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



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- 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**.

10. 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