



**CITY OF PHOENIX**

**AVIATION DEPARTMENT**

**REQUEST FOR PROPOSAL**

**AVN RFP 22-030**

**(Re-solicitation of canceled AVN RFP 22-003)**

**SECURITY BADGING IDENTITY MANAGEMENT SYSTEM (IDMS)  
REQUIREMENTS CONTRACT**

**Kyle Brack  
Procurement Officer  
2485 E Buckeye Rd  
Phoenix, AZ 85034  
[kyle.brack@phoenix.gov](mailto:kyle.brack@phoenix.gov)**

**Posted on website: May 4, 2022**



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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.
- If mailing physical copy, addressed the mailing envelope to the Procurement Officer on the solicitation front page, at the address listed.
- If mailing physical copy, the mailing envelope clearly shows your company name and address, the solicitation number, solicitation title and the offer opening date.

**Mail the response timely – 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 (“City”) invites sealed offers for **Security Badging Identity Management System (IDMS)** for a **six-year** period commencing on or about **January 1, 2023**, in accordance with the specifications and provisions contained herein or the “Effective Date” which is upon award by the City Council, condition on signature and recording by the City Clerk’s department, as required by the City Code, whichever is later.

**1.2** The previous solicitation, AVN RFP 22-003, was canceled. AVN RFP 22-030 is re-issued in its place.

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

**1.4** Notwithstanding the foregoing, this Contract will terminate upon the earliest of the following occurrences: by reaching the end of the term including any extensions exercised, or termination pursuant to the provisions of this Contract.

**2. CITY’S VENDOR SELF-REGISTRATION AND NOTIFICATION:** Offeror must be registered in the City’s procurePHX Self-Registration System at <https://www.phoenix.gov/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. The product category code for this RFP is 208150000 (Aviation Software).

**3. SCHEDULE OF EVENTS:**

ACTIVITY	DATE AND TIME (All times are local Phoenix time)
Publish Solicitation	Wednesday, May 4, 2022
Pre-Offer Conference	Thursday, May 26, 2022 @ 11:30 a.m.  Join by Phone: +1-415-655-0001 Access Code: 2455 331 8145 Meeting Link: <a href="https://cityofphoenix.webex.com/cityofphoenix/onstage/g.php?MTID=ecf746f6a03e54d0195a1b94bf4f093ca">https://cityofphoenix.webex.com/cityofphoenix/onstage/g.php?MTID=ecf746f6a03e54d0195a1b94bf4f093ca</a>



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Written Inquiries Due Date	Thursday, June 2, 2022 @ 5:00 p.m. Email inquiries to <a href="mailto:kyle.brack@phoenix.gov">kyle.brack@phoenix.gov</a>
Offer Due Date	Thursday, July 7, 2022 @ 2:00 p.m.
Opening of Offers	Thursday, July 7, 2022 @ 2:15 p.m. Join by Phone: +1-415-655-0001 Access Code: 2455 331 8145 Meeting Link: <a href="https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=mc08cc3a8711a93fe17f2f8a6b4a1d544">https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=mc08cc3a8711a93fe17f2f8a6b4a1d544</a>
Offer Submittal Location	<b>Physical Submission:</b> 2485 E Buckeye Rd, Phoenix, AZ 85034  <b><u>OR</u></b>  <b>Electronic Submission:</b> via email to <a href="mailto:avn.solicitations@phoenix.gov">avn.solicitations@phoenix.gov</a> and copy <a href="mailto:kyle.brack@phoenix.gov">kyle.brack@phoenix.gov</a> .  Please follow all additional instructions listed under paragraph 12, Submission of Offer, Section I – Instructions.

The City reserves the right to change dates, times, and locations as necessary. The City does not always hold a pre-offer conference or site visit.

**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.



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**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 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
- 4.4.8** 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://solicitations.phoenix.gov/>. 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 Department, Division, Address, Phoenix, AZ. It is the Offeror's responsibility to check the website throughout the entire solicitation period up to city council award, read the entire solicitation, and verify all required information is submitted with its offer.

**6. EXCEPTIONS:** Offeror must not take any exceptions to any terms, conditions or material requirements of this solicitation. Offers submitted with exceptions may be deemed non-



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responsive and disqualified from further consideration in the City's sole discretion. Offerors must conform to all the requirements specified in the solicitation. The City encourages Offerors to send inquiries to the procurement officer rather than including exceptions in their Offer as explained in Inquiries.

- 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 or City Council from date of distribution of this solicitation until after the resulting contract(s) are awarded 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. 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, or the Offer may be considered non-responsive. Failure to acknowledge addenda may result in the rejection of Offer as non-responsive.**

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

- 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.

- 11. CERTIFICATION:** By signature in the offer section of the Offer and Acceptance page(s), Offeror certifies:

**11.1** The submission of the offer did not involve collusion or other anti-competitive practices.

**11.2** The Offeror must not discriminate against any employee, or applicant for employment in violation of Federal or State Law.

**11.3** 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.



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**12. SUBMISSION OF OFFER:** Due to the COVID-19 pandemic, the City is accepting electronic offers in response to this solicitation, in addition to other methods for submission. Please be reminded that offerors are responsible for timely submittal of offers.

For “In-Person” and “via Carrier (i.e. USPS, FedEx, UPS, etc.)” Delivery: Offers will be received at Aviation Headquarters located at 4285 E Buckeye Rd, Phoenix, AZ 85034 in the **LOBBY** during normal business hours (8:00 am – 5:00 pm local Phoenix time). All bids shall be clearly identified on the outside of the package as designated in this solicitation. The Offeror is responsible for managing potential delays due to COVID-19 and the City doesn’t make exceptions for delays caused by the Carrier.

For “Electronic” Offer, please submit your offers via email to [avn.solicitations@phoenix.gov](mailto:avn.solicitations@phoenix.gov) and copy [kyle.brack@phoenix.gov](mailto:kyle.brack@phoenix.gov). The date and time on the email will provide proof of submission and verification if the offer was received on or prior to the Due Date and Time specified. Please identify the solicitation number on the subject line of the emailed offer submission.

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

**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.

**14. OFFER LIMITATIONS TO THIS SOLICITATION:** Offerors may only submit one (1) offer for this solicitation. If multiple offers are received from an Offeror, all offers from that Offeror shall be deemed non-responsive and rejected. The following shall be deemed multiple offers:

**14.1** The City receives more than one (1) offer from an Offeror; or

**14.2** The City receives one (1) offer from an Offeror and one (1) or more offers from an entity or person affiliated with the Offeror.

Offerors and an entity or person affiliated with the Offeror include:

**14.2.1** A parent and its subsidiary

**14.2.2** Subsidiaries of a common parent

**14.2.3** A limited liability company and a member or manager of the limited liability company

**14.2.4** Limited liability companies with common members or managers





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- 14.2.5 Corporations with common officers, shareholders, or directors
- 14.2.6 A general partnership and a partner, or two or more partners in a general partnership
- 14.2.6 A limited partnership and a general or limited partner, or two or more general or limited partners in a limited partnership
- 14.2.7 A joint venture and a joint venture partner, or a joint venture on separate offers
- 14.2.8 A person or entity proposing as an offeror and also proposing as a joint venture partner on a separate offer
- 14.2.9 Corporations with common majority owners or stockholders, management employees, managing or controlling partners, or controlling owners.

14.3 It is the intent of the City that this prohibition on multiple offers applies whether or not the affiliated person or entity submits an offer independently or as a partner of a joint venture or other partnership.

14.4 The prohibition on multiple offers does not preclude a person or entity from participating on more than one offer as a subcontractor only or submitting an offer as an offeror and participating as a subcontractor on a different offeror's team.

15. **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.

**Due to the national COVID-19 pandemic emergency and in compliance with the Center of Disease Control (CDC) and the Arizona Department of Health Services recommendations for health, safety, and social distancing, all Aviation Department public openings will be held via remote telephone and video access until further notice.**

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

**Meeting Link:**

<https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=mc08cc3a8711a93fe17f2f8a6b4a1d544>

**Join by Phone:** +1-415-655-0001



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**Access Code:** 2455 749 2154

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

The City will post a preliminary offer tabulation on the City's website, <https://solicitations.phoenix.gov/Awards>, within five 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. By signing and submitting its offer, each Offeror agrees that this posting of the award recommendation to the City's website effectively serves as the Offeror's receipt of that notice of award recommendation. The City has no obligation to provide any further notification to unsuccessful Offerors.

### **16. PRE-AWARD QUALIFICATIONS:**

- 16.1** Offeror must have been in business providing goods and services as listed in this scope of work for a minimum of five (5) continuous years.
- 16.2** Offeror must have a minimum of five (5) years of experience in design, implementation, maintenance, and support of an IDMS.
- 16.3** Offeror must have successfully delivered at least one (1) IDMS project of comparable scope in the past five (5) years at other Cat X airports in the U.S. Experience must include environments where IDMS was integrated with an enterprise-wide Access Control system.
- 16.4** Offeror's proposed key personnel for this project must have demonstrated experience in successfully delivering three (3) IDMS projects of similar scope and magnitude in the past five (5) years.
- 16.5** Upon notification of an award, the Contractor will have thirty (30) calendar days to submit their Performance Guarantee in the form of a Letter of Credit Form, a Cash Deposit for Performance Guarantee Form, or a Performance Bond. This must be completed no later than the Effective Date of this Contract.
- 16.6** Upon notification of an award, the Contractor will have thirty (30) calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.

### **17. AWARD OF CONTRACT:**

- 17.1** 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



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goods, contained in this solicitation and who have demonstrated the ability to perform in an acceptable manner.

### **17.2** Factors that may be considered by the City include:

- Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This may include performance history on past and current government or industrial contracts; and,
- Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,
- Safety record, including complaints and investigations; and,
- Vendor history of complaints and termination for convenience or cause, litigation, or lawsuits.

**17.3** 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.

**17.4** 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 Aviation Director or Aviation 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.

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

### **19. SOLICITATION TRANSPARENCY POLICY:**

**19.1** 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



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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.

**19.2** 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.

**19.3** Offerors may discuss their offer 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.

**19.4** With respect to the selection of the successful Offerors, the City Manager and City Manager's Office will continue the past practice of exerting no undue influence on the process.

**19.5** 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.

**19.6** "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 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.

## **20. PROTEST PROCESS:**

**20.1** 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 addendum to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City's best interests to set new deadlines, amend the solicitation, cancel or re-bid.



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

**20.3** 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.

**20.4** 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.

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

**20.5.1** Identification of the solicitation number;

**20.5.2** The name, address, and telephone number of the protester;

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

**20.5.4** The form of relief requested; and

**20.5.5** The signature of the protester or its authorized representative.

**20.6** 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.

**21. PUBLIC RECORD:** All Offers submitted in response to this solicitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If an Offeror believes that a specific section of its Offer response is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Offeror may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Offeror clearly labels the information "confidential." To the extent necessary for the



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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.

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

**23. RIGHT TO DISQUALIFY:** The City reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the 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.

**24. PERFORMANCE GUARANTEE:** Not later than the Effective Date of this Contract, Contractor shall deliver to the City a performance guarantee in the amount of \$310,000. Contractor must maintain the performance guarantee for the entire Term of this Contract. The performance guarantee secures payment of all fees and any other amounts owed by Contractor to the City under this Contract and secures the performance of all of the Contractor’s obligations under this Contract. City will not pay interest to Contractor on the performance guarantee.

**24.1 Adjustment to Performance Guarantee:** City may increase the amount of the performance guarantee from time to time so that it is equal to or greater than three (3) months of operating fees paid to the City then in effect. City may increase the amount of the performance guarantee by giving Contractor at least thirty (30) days’ prior notice of the amount of the increase. The amount of the performance guarantee may be increased for any reason City deems appropriate, including (A) an increase of Contractor’s financial obligations under this Contract, (B)



Contractor's failure to pay any Fees, Additional Payment, or any other amount when due, or (C) Contractor's financial condition changes to the extent that City is concerned about Contractor's ability to perform under this Contract. Contractor shall pay to City the additional amount necessary to increase the performance guarantee upon notice from City.

**24.2 Letter of Credit, Performance Bond, or Cash:**

**24.2.1 Letter of Credit:** If the performance guarantee is in the form of an irrevocable standby letter of credit (LOC), the Contractor shall use the City's **LOC Form**, attached hereto, and marked **Exhibit B**. The LOC shall be issued by either: (1) a financial institution with counters in the Phoenix metropolitan area at which City may make draws on the LOC; or (2) a financial institution with headquarters in the United States on which City may make telefacsimile draws. Unless City receives a written extension of the LOC in a form acceptable to City at least sixty (60) days before the end of the term of the LOC, City, without notice to Contractor, may draw upon the full amount of the LOC and retain all proceeds as a cash performance guarantee. Any changes to the Letter of Credit required provisions must be approved in advance by the Aviation Director.

**24.2.2 Performance Bond:** If the performance guarantee is in the form of a performance 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. The surety company must be on the United States Treasury Department Bureau of the Fiscal Service's most recent approved List of Certified Companies (<https://fiscal.treasury.gov/surety-bonds/list-certified-companies.html>). If choosing a performance bond, **Offerors must submit a letter of Statement of Bonding Ability with their offer** from a bonding or insurance company stating that the Offeror can qualify for and procure the performance bond required in this solicitation. Offers received without the required statement of bonding ability may be deemed non-responsive.

**24.2.3 Cash:** If the performance guarantee is in the form of cash, the Contractor shall deliver to the City a completed **Cash Deposit for Performance Guarantee Form** attached hereto and marked **Exhibit C**.

**24.3 Duty to Restore:** The performance guarantee insures the full and timely performance by Contractor of all its obligations under this Contract and is security for payment by Contractor of all claims by City. City may draw on or make a claim against the performance guarantee if Contractor breaches or fails to perform under this Contract. If City draws on or makes a claim against the performance guarantee, then Contractor, upon demand from City, shall replenish the



performance guarantee to its previous amount within thirty (30) days of City's draw or claim.

**24.4 Return:** After the expiration or earlier termination of this Contract, City will return the performance guarantee to Contractor less any Fees, Additional Payment, or any other amount due to City.

**25. 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.

**26. EVALUATION OF COMPETITIVE SEALED OFFERS:**

Any ties in scoring will be resolved with a best and final price request and the lowest price will prevail.

**27. DETERMINING RESPONSIVENESS AND RESPONSIBILITY:**

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

**27.2** 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.

**27.3** 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.

**27.4** 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, financial ability, and facilities for conducting the work to be performed.

**27.5** The Procurement Officer will review each Offer to determine if the Offeror is responsible and responsive. The City's determination as to whether an Offeror is responsible will be based on all information furnished by the Offeror, interviews (if any), and information received from Offeror's references, including information





## SECTION I - INSTRUCTIONS

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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.

**27.6** 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.

**28. DETAILED EVALUATION OF OFFERS AND DETERMINATION OF COMPETITIVE RANGE:** During deliberations, the Evaluation Panel will reach a consensus score for each evaluation criterion except price. The Procurement Officer will score the price, which will be added to the overall consensus score. The overall consensus scores will determine the Offerors' rankings and which Offers are within the Competitive Range, when appropriate.

**29. OFFERS NOT WITHIN THE COMPETITIVE RANGE:** The City may notify Offerors of Offers that the City determined are not in the Competitive Range.

**30. DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE:**

**30.1** 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.

**30.2** 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).

**30.3** 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



## SECTION I - INSTRUCTIONS

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

**30.4** 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.

### **31. BEST AND FINAL OFFERS (BAFO):**

**31.1** 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.

**31.2** 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.

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

**31.4** 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

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 Statute

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

"City" The City of Phoenix

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

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

“Days” Means calendar days unless otherwise specified.



## SECTION II – STANDARD TERMS AND CONDITIONS

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“Deputy Aviation Director” or “Aviation Department 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.
“Employer”	Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).
“Good Cause”	Substantial grounds or evidence based upon facts not in dispute as determined by the Procurement Officer that the failure by an aggrieved party an offeror or a respondent to submit a timely offer response protest or appeal was beyond its control due to misinformation relayed in writing by a City employee.
“Offer”	Means a response from a supplier, contractor or service provider to a solicitation request that, if awarded, binds the supplier, contractor or service provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.
“Offeror”	Any Vendor, Seller or Supplier submitting a competitive offer in response to a solicitation from the City. Same as Bidder or Proposer.
“Solicitation”	Means an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), Request for Qualifications (RFQu) and request for sealed 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.
“Suppliers”	Firms, entities or individuals furnishing goods or services to the City.
“Vendor or Seller”	A seller of goods or services.



**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 this 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
- 2.2.7** Submittals
- 2.2.8** Exhibits
- 2.2.9** Instructions to Contractors
- 2.2.10** Other documents referenced or included in the Solicitation

**2.3. ORGANIZATION – EMPLOYMENT DISCLAIMER:** The Contract 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 this Contract. The parties agree that no persons supplied by the Contractor in the performance of Contractor’s obligations under this Contract 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 this 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 Contract 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 Contract. 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 this Contract will be subject at all reasonable times to inspection and audit by the City for five years after completion of this 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 Contract 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 Contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts related to this Contract that involve 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, Contractor agreements or subleases of this Contract entered into by supplier/lessee.

**For a Contractor with more than 35 employees:** Contractor in performing under this Contract 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 Contract 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.

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



**3.3.4 Monitoring:** The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

**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 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 this Contract that is subject to penalties up to and including termination of this 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 this 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 Contract. The City further reserves the right to make unannounced inspections of the Contractor's facilities (during normal business hours).





**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. Contractor shall comply with the provisions of the **Supplemental Terms and Conditions to All Airport Agreements** attached, marked **Exhibit A**, incorporated herein by this reference.

**3.7 LAWFUL PRESENCE REQUIREMENT:** Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies

**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 this 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 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, 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 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 Contract. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under this Contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor.
- 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 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 this Contract 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 this Contract and constitutes a total breach of this Contract 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. 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 this 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.
- 7.6. 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.
- 7.7. WORK PRODUCT, EQUIPMENT AND MATERIALS:** All work product, equipment, or materials created or purchased under this Contract belongs to the City and must be delivered to the City at City’s request upon termination of this Contract. Contractor agrees to assign to City all rights and interests Contractor may have in materials prepared under this Contract that are “works for hire” within the meaning of the copyright laws of the United States, including any right to derivative use of the material.

**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.



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

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

**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 this Contract for duration of the term of this Contract.



## SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX

- 12. ATTORNEY FEES:** In any contested action related to or arising out of this Contract, the prevailing party shall recover its attorney fees, court costs, and other expenses from the other party. Where there are no competing claims, “prevailing party” means the party that substantially obtained the relief sought. Where there are competing claims, the prevailing party is the net winner or the party who prevailed in a totality of the litigation.
- 13. HEADINGS:** Headings for articles, sections, and paragraphs are for reference only and do not limit the content or scope of any provision of this Contract.
- 14. NATIONAL EMERGENCY:** This Contract is subject to the right of the United States to control, operate, and regulate the Airport and to use of the Airport during the time of war or national emergency.
- 15. NO IMPAIRMENT OF TITLE:** Contractor and its agents, employees, and contractors shall not cause or allow any person or entity to cause any lien, cloud, charge, or encumbrance to be filed, recorded, or imposed on the Airport or any portion thereof.
- 16. NO PERSONAL LIABILITY:** The City’s officers, officials, agents, and employees are not personally liable to Contractor for any default or breach of this Contract by the City, are not liable for any amount that may become due to Contractor, and are not obligated to perform under any provision of this Contract.
- 17. SUCCESSORS AND ASSIGNS:** This Contract binds the parties and their owners, officers, directors, managers, members, agents, employees, representatives, trustees, executors, personal representatives, and successors.
- 18. TERMINATION FOR NON-APPROPRIATION OF FUNDS:** This Contract is contingent on the appropriation of adequate funds by the Phoenix City Council for each fiscal year during the term of this Contract. If adequate funds are not appropriated, then this Contract shall terminate on June 30 of the last fiscal year for which funds were appropriated. The termination shall be without penalty or any liability by the City.
- 19. BREACH AND REMEDIES FOR BREACH:** The occurrence of any of the following events shall be deemed a material breach of this Contract by Contractor:
- Contractor fails to pay any amount when due and the failure continues for ten (10) days after notice from the City.
  - Except for the non-monetary events of breach listed below, Contractor fails to perform any non-monetary obligation under this Contract and the failure continues for ten (10) days after notice from the City.
  - Contractor fails to procure and maintain the insurance coverages required under this Contract and the failure continues for one (1) day after notice from the City.



## SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX

- Contractor breaches any other lease, contract, agreement, or permit it has with the City.
- Contractor files a voluntary petition in bankruptcy; is adjudicated bankrupt or insolvent; takes the benefit of any law applicable to bankrupt or insolvent debtors; files a petition or seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief; seeks or acquiesces to the appointment of a trustee, receiver, or liquidator of all or a substantial part of Contractor's assets; or makes any general assignment for the benefit of creditors.
- Contractor violates any federal, state, or local law, rule, regulation, or ordinance related to this Contract and the violation continues for ten (10) days after notice from the City.

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

- File a civil action or actions to, among other things, enforce this Contract and recover all amounts due, all attorney fees, court costs, and other expenses incurred.
- Exercise any and all remedies allowed at law or in equity.
- Recover all attorney fees, court costs, and other expenses incurred, whether or not a civil action or other judicial proceeding is filed.
- The City may perform any work that the City deems unsatisfactory at Contractor's expense.
- Terminate this Contract in whole or in part.
- Terminate this Contract, purchase the goods and services described in the Scope of Work from another source, and recover any excess costs by (1) deducting the excess from any unpaid balance due, (2) making a claim against the bid and/or performance bond, or (3) a combination of the aforementioned remedies or any other remedy provided by law.

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

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





- 21. DELINQUENT ACCOUNT FEE:** Any amount that is not paid by Contractor when due is deemed delinquent. If the delinquent amount remains unpaid for ten (10) days, then a delinquent account fee of eighteen percent (18%) per annum shall be assessed according to Phoenix City Code § 4-7. Delinquent account fees shall be computed and accrued on a daily basis and assessed until the account balance, including delinquent account fees, is paid in full. Delinquent account fees are due from Contractor upon demand by the City.
- 22. ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes all prior written and oral agreements, understandings, discussions, proposals, negotiations, communications, representations, and correspondence related to this Contract. The parties are not bound by any obligation not provided for in this Contract. Contractor certifies that it was not induced to enter into this Contract by any misrepresentation, undue influence, or coercion by the City or any of its officers, officials, agents, or employees. The Exhibits attached to this Contract are material parts of this Contract and are incorporated herein by this reference.
- 23. FAIR INTERPRETATION:** Contractor agrees that the rule that ambiguous or vague language in a contract is construed against the drafter is waived and does not apply to this Contract. Contractor agrees that this Contract shall be interpreted fairly and not against the City simply because the City drafted this Contract.
- 24. NO THIRD-PARTY BENEFICIARIES:** Except as expressly provided in this Contract, nothing contained herein creates or may be construed to create any right or privilege in any person or entity that is not a party to this Contract.
- 25. NOTICE:** All notices, consents, approvals, and other communications (notices) between the City and Contractor that are required to be given under this Contract shall be in writing and given by (A) personal delivery, (B) email with return receipt requested (read receipt), (C) facsimile transmittal with delivery confirmation, (D) prepaid delivery to any commercial air courier or express delivery service, or (E) registered or certified mail, postage prepaid and return receipt requested, through the United States Postal Service.



## SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX

Notices to the City shall be sent to:

City of Phoenix  
Aviation Department Headquarters  
ATTN: Contracts & Services Division  
2485 East Buckeye Road  
Phoenix, AZ 85034  
Facsimile: 602-273-2080

City of Phoenix  
Aviation Department Headquarters  
Administrative Analyst II  
Technology Division  
2485 East Buckeye Road  
Phoenix, AZ 85034

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

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

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

**26. TITLE VI SOLICITATION NOTICE:** The City of Phoenix, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.



SECTION III – SPECIAL TERMS AND CONDITIONS

1. **FREE ON BOARD (FOB):** Prices quoted shall be FOB destination and delivered, as required, to the following point(s):

PHX Security Badging Office
3300 E Sky Harbor Blvd
Phoenix, AZ 85034

All deliveries shall be made between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday, excluding City holidays. Contractor shall include pre-delivery and warranty checklists with the shipment, if applicable.

2. **MILESTONE PAYMENT SCHEDULE:** The following payments will be made to the Contractor upon successful completion of each milestone. Each milestone payment will only be completed with prior written approval from the City.

Table with 5 columns: Milestone 1 (Startup & Mobilization), Milestone 2 (Analysis & Design Completion), Milestone 3 (Implementation), Milestone 4 (Training, Testing & Acceptance), Milestone 5 (Close Out). Rows include Deliverable (Items listed in section 10...), Payment (Percentage of Price Schedule Total) with values 5%, 20%, 30%, 35%, 10%.

2.1 Price: All prices offered shall be firm and fixed for the entire term of this Contract.

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

4. **METHOD OF INVOICING:** Invoice must be emailed in .pdf format to invoices@phoenix.gov and must include the following:

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



- Payment terms.
- FOB terms.
- Remit to address

5. **METHOD OF PAYMENT:** Payment to be made from Contractor's invoice and a copy of the signed delivery/service ticket submitted to cover items received and accepted during the billing period.
6. **PARTIAL PAYMENTS:** Partial payments are authorized on individual purchase orders. Payment will be made for actual goods and services received and accepted by the City
7. **SUPPLIER PROFILE CHANGES:** It is the responsibility of the Contractor to promptly update their profile in ProcurePHX at [www.phoenix.gov/procure](http://www.phoenix.gov/procure). If Contractor's legal identify has changed, the Procurement Officer must be notified immediately. Failure to do so may result in non-payment of invoices and contract termination.
8. **ESTIMATED QUANTITIES OR DOLLAR AMOUNTS (REQUIREMENTS CONTRACTS ONLY):** Quantities and dollar amounts listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this Contract, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement for the contract period.
9. **AUTHORIZED CHANGES:** The City reserves the right at any time to make changes in any one or more of the following, as long as there is not a conflict with the Scope or Proposal: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within 30 days from the receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless evidenced in writing and approved by the Department Director prior to the institution of the change.
10. **SUSPENSIONS OF WORK:** The Procurement Officer 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.
11. **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.



**12. POST AWARD CONFERENCE:** A post-award conference will be held by the Procurement Officer or 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.

**13. PERFORMANCE INTERFERENCE:** Contractor shall notify the City’s department contact immediately of any occurrence and/or condition that interferes with the full performance of this Contract and confirm it in writing within 24 hours.

Department Contact: Kathleen Badillo

Phone: 602-359-5982

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

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

**16. STRICT PERFORMANCE:** Either party’s failure to insist on strict performance of any term or condition of this will not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it; except where enforcement of this provision would be in conflict with the scope or proposal.

**17. LICENSES AND PERMITS:** Contractor shall keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.



**18. DELIVERY:** All deliveries shall be made between the hours of 8:00 a.m. and 4:00 p.m., local Phoenix time, Monday through Friday, excluding City holidays.

**19. DELIVERY/SERVICE TICKET:** Contractor shall provide a packing list or service ticket for items delivered to the City or services provided to the City. Tickets should include the following and a legible copy shall be provided to the City:

- Date
- City purchase order number
- Written description of services which were provided
- Itemized list of materials which were delivered, including quantity
- A unique identification number and Contractor name
- Signature of City employee who accepted for the materials/services

**20. MISCELLANEOUS FEES:** Additional charges for fuel surcharges, delivery charges, dealer prep, environmental fees, waste disposal, shop supplies, set-up, freight and/or shipping and handling, etc. will not be paid. These costs must be incorporated in the pricing provided in the bid price schedule.

Labor rates (Shop and On-site) shall be charged as a flat hourly rate and are allowed only in performance of services under this Contract. Travel hours and other incidental fees will not be permitted under this Contract. Labor hours will be from “check-in” to “check-out” at the worksite.

**21. DEMONSTRATION:** The City may, in its discretion, require a demonstration of the products or services offered as part of the evaluation process. The demonstration shall be provided by the Contractor at no cost to the City for the period deemed sufficient to properly evaluate the product or service. The exact time, conditions, and terms of the evaluation shall be established at the time a demonstration is requested.

**22. WARRANTY:** All equipment, software, and services supplied under this Contract shall be fully guaranteed by the Contractor for a minimum period of one (1) year from the date of acceptance (after implementation and testing) by the City. Any defects of design, workmanship, or materials that would result in non-compliance with the contract specifications shall be fully corrected by the Contractor (including parts and labor) without cost to the City.

**23. EQUIPMENT INSTALLATION:** All equipment shall be completely assembled and installed by the Contractor and ready for use on the City’s property at:

PHX Security Badging Office  
3300 E Sky Harbor Blvd  
Phoenix, AZ 85034



- 24. NEW EQUIPMENT:** All items offered shall be new equipment supplied from the manufacturer. Offers for remanufactured/refurbished equipment will be considered as non-responsive and rejected.
- 25. REPAIR AND REPLACEMENT PARTS GUARANTEE:** Following the expiration of any express or implied warranty applicable to those goods, furnished to the City under this Contract, Contractor agrees to supply the City (as well as its agents, representatives, Contractors, and hires) with in-stock repair and replacement parts carrying a full manufacturer’s warranty at a cost that shall not exceed the cost it would charge if it were contracted to service or install those repair and replacement parts.
- 26. REPLACEMENT PARTS AVAILABILITY:** A response to this solicitation shall constitute a guarantee by the Contractor that a stock of replacement parts for the specified equipment is locally available. Captive parts must be available within 48 hours following the placement of an order. Contractor shall provide parts delivery, to include deliveries on Saturday. If special handling and/or freight are required, the Contractor will assume all charges.
- 27. SAMPLES:** Upon request, Contractors are required to furnish a sample of the goods to be supplied. Any sample submitted shall create an express warranty that the whole of the goods shall conform to the sample submitted. All samples become the property of the City unless designated otherwise by the Contractor.
- 28. CONTRACTOR ASSIGNMENTS:** The Contractor hereby agrees that any of its employees who may be assigned to a City site to satisfy obligations under this Contract shall be used exclusively for that purpose during the hours when they are working in areas covered by this Contract and shall perform no work at other City facilities. If other services, in addition to or separate from, the services specified herein, may be deemed necessary by the Deputy Aviation Director or Aviation Department Director or his authorized representative, the Contractor may be requested to perform the additional or special service.
- 29. 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, even if it has not been detailed in this document.
- 30. TRANSITION OF CONTRACT:** Contractor will, without limitation, provide important information to a successor Contractor and the City to ensure continuity of service at the required level of proficiency and agrees to provide to the City all files, supplies, data, records, and any other properties or materials of the City, which the City owns or has rights to pursuant to this Contract and which are in the possession of Contractor. The provisions of this section will survive the expiration or termination of this Contract.



**31. CONFIDENTIALITY AND DATA SECURITY:**

- 31.1** All data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Contract is confidential, proprietary information owned by the City. Except as specifically provided in this Contract, 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.
- 31.2** 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.
- 31.3** 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. 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, 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.
- 31.4** In the event that data collected or obtained by the Contractor in connection with this Contract 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.





- 31.5** 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.
- 31.6** 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.
- 31.7** 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 auditing standard, such as Statement on Standards for Attestation Engagements (SSAE) No. 16, or through earning industry certification, such as ISO/IEC 27001.
- 31.8** By signing and entering this Contract 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.
- 31.9** 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.



**31.10** 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.

**31.11** Contractor shall notify the City of any cybersecurity incident affecting the IDMS system installed at the City or the version of software installed at the City within 24 hours of becoming aware of such incident. Requirements, procedures, and general information can be found in **Exhibit E – Cybersecurity Incident Reporting**.

**31.12** A violation of this Section may result in immediate termination of this Contract without notice. The obligations of Contractor under this Section shall survive the termination of this Contract.

**32. SECURITY INQUIRIES:** Contractor acknowledges that all of the employees that it provides pursuant to this Contract shall, at Contractor’s expense, be subject to background and security checks and screening at the request of the City. Contractor shall perform all such security inquiries and shall make the results available to the City for all employees considered for performing work (including supervision and oversight) under this Contract. City may make further security inquiries. Whether or not further security inquiries are made by the City, City may, at its sole, absolute, and unfettered discretion, accept or reject any or all of the employees proposed by the Contractor for performing work under this Contract. Employees rejected by the City for performing services under this Contract may still be engaged by Contractor for other work not involving the City. An employee rejected for work under this Contract shall not be proposed to perform work under other City contracts or engagements without the City’s prior approval.

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

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



**33. Contract Worker Background Screening:** Contractor that all contract workers and subcontractors (Contract Workers) that Contractor furnishes to the City pursuant to this Contract shall be subject to background screening and security checks. In lieu of the City’s background check process and requirements, the Contractor may instead conduct background checks pursuant to the United States Federal Government’s Criminal History Records Checks (CHRC) (<https://www.ecfr.gov/current/title-49/subtitle-B/chapter-XII/subchapter-C/part-1542/subpart-C/section-1542.209>). Contractor agrees that all Contractor and subcontractors’ workers (collectively “Contract Worker(s)”) pursuant to this Contract will be subject to background and security checks and screening (collectively “Background Screening”) at Contractor’s sole cost and expense, unless otherwise provided for in the scope of work. Contractor’s background screening will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening is necessary to preserve and protect the public health, safety and welfare. The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.

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

**33.2 Terms of This Section Applicable to all Contractor’s Contracts and Subcontracts:** Contractor will include Contract Worker background screening in all contracts and subcontracts for services furnished under this Contract.

**33.3 Materiality of Background Screening Requirements; Indemnity:** The background screening requirements are material to City’s entry into this Contract 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 Contract, 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 this Contract. 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 Contract 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 Contract.



**33.4 Continuing Duty; Audit:** Contractor’s obligations and requirements will continue throughout the entire term of this Contract. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor’s records.

**33.5 Variances and Exemptions:** Contract Workers who fall under the following areas may be considered exempt from this policy:

- Federal Homeland Defense Bureau.
- Transportation Security Administration.
- Federal Aviation Administration.
- Arizona or other State Bars.
- Other background checks performed within the last three to five years may be approved if they fit all required criteria herein, at the City’s discretion.

**34. BACKGROUND SCREENING – STANDARD RISK:** The current risk level and background screening required is **STANDARD RISK LEVEL**.

A standard risk background screening will be performed when the Contract Worker’s work assignment will:

- require a badge or key for access to City facilities; or
- allow any access to sensitive, confidential records, personal identifying information, or restricted City information; or
- allow unescorted access to City facilities during normal and non-business hours.

**34.1 Requirements:** The background screening for this standard risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker’s proposed date of hire.

**34.2 Contractor Certification; City Approval of Background Screening:** Unless otherwise provided for in the Scope, Contractor will be responsible for:

- determining whether Contract Worker(s) are disqualified from performing work for the City for standard risk level background checks; and,
- for reviewing the results of the background check every five years; and,
- to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
- Submitting the list of qualified Contract Workers to the contracting department.



- 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 this Contract and for whom the requirements of this Contract apply.
- By executing this Contract, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current. Also, by executing this Contract, Contractor further certifies and warrants that Contractor has satisfied all background screening requirements for the standard risk background screening, and verified legal worker status, as required.

**35. AVIATION SECURITY PROCEDURES CONTRACTOR AND SUBCONTRACTOR WORKER BACKGROUND SCREENING**

**Contract Worker Background Screening**

Contractor agrees that all contract workers and subcontractors (Contract Workers) that Contractor furnishes to the City pursuant to this Contract shall be subject to background and security checks and screening (Background Screening). Contractor shall pay for all costs related to Background Screening, unless otherwise expressly provided in the Scope of Work. Contractor further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety, and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Contract. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of Contractor’s services under this Contract or Contractor’s failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers shall take such other reasonable, prudent, and necessary measures to further preserve and protect public health, safety and welfare when providing services under this Contract.

**35.1 Background Screening Requirements and Criteria:** Contractor agrees that it will verify legal Arizona worker status as required by Arizona Revised Statutes (A.R.S.) § 41-4401. Contractor further agrees that it will conduct a background check for real identity and legal name on all Contract Workers prior to proposing the Contract Worker to the City.

**35.2 Additional City Rights Regarding Security Inquiries:** In addition to the foregoing, the City reserves the right, but not the obligation, to:

**35.2.1** Have a Contract Worker 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) or Phoenix City Code § 4-22 or both;



- 35.2.2** Act on newly acquired information, whether or not such information should have been previously discovered;
- 35.2.3** Unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and
- 35.2.4** Object, at any time and for any reason, to a Contract Worker performing work, including supervision and oversight, under this Contract.

**35.3 Contractor Certification:** By executing this Contract, Contractor certifies and warrants that Contractor has read the Background Screening requirements and criteria in this Section, understands them, and that all Background Screening information furnished to the City is accurate and current. A Contract Worker rejected for work under this Contract shall not be proposed to perform work under any other City contract or engagement without the City’s prior written approval.

**35.4 Terms of This Section Applicable to all of Contractor’s Contracts and Subcontracts:** Contractor shall include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Contract, including supervision and oversight services.

**35.5 Materiality of Background Screening Requirements; Indemnity:** The Background Screening requirements of this Section are material to the City’s entry into this Contract and any breach of this Section by Contractor shall be deemed a material breach of this Contract. In addition to the indemnity provisions set forth in this Contract, Contractor shall defend, indemnify, and hold harmless the City for any and all Claims (as defined in Section II, 6.3) arising out of this Background Screening section including the disqualification of a Contract Worker by Contractor or the City for failure to satisfy this Section.

**35.6 Continuing Duty; Audit:** Contractor’s obligations and requirements that Contract Workers satisfy this Background Screening Section shall continue throughout the entire term of this Contract. Contractor shall notify the City immediately of any change to a Background Screening of a Contract Worker previously approved by the City. Contractor shall maintain all records and documents related to all Background Screenings and the City reserves the right to audit Contractor’s compliance with this Contract.

**36. CONTRACT WORKER ACCESS CONTROLS, BADGE AND KEY ACCESS REQUIREMENTS:** A CONTRACT WORKER SHALL NOT BE ALLOWED TO BEGIN WORK ON AIRPORT PROPERTY WITHOUT THE CONTRACT WORKER’S RECEIPT OF A CITY-ISSUED BADGE. A BADGE WILL BE ISSUED TO A CONTRACT WORKER SOLELY FOR ACCESS TO THE AREAS OF THE AIRPORT TO WHICH THE CONTRACT WORKER IS ASSIGNED. EACH CONTRACT WORKER WHO ENTERS



AIRPORT PROPERTY MUST USE THE BADGE ISSUED TO THE CONTRACT WORKER.

**36.1 Badges:** Upon notification from Contractor’s authorized agent, the Contract Worker will proceed to the Badging Office for processing and issuance of a badge. The City will not process the badge until the Contract Worker satisfies the Background Screening requirements. The Contract Worker shall comply with all requirements and furnish all information requested by the Badging Office. All fees associated with security badging will be assessed in compliance with Phoenix City Code § 4-22. Current badging procedures and fees are available for review at <https://www.skyharbor.com/security/BadgingInformation>.

**36.2 Key Access Procedures:** If a Contract Worker’s services require keyed access to enter a City facility, a separate key issue and return form must be completed and submitted to the City project manager by Contractor for each key issued.

**36.3 Stolen or Lost Badges or Keys:** Contractor shall immediately report lost or stolen badges or keys to the City. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.

**36.4 Return of Badges or Keys:** All badges and keys are the property of the City and must be returned to the City at the Badging Office within one (1) business day after the Contract Worker’s access to a City facility is no longer required to furnish the services under this Contract. Contractor shall collect a Contract Worker’s badge and all keys (1) upon the termination of the Contract Worker’s employment, (2) when the Contract Worker’s services are no longer required at a City facility (3), and upon termination, cancellation, or expiration of this Contract.

**36.5 Contractor’s Default; Liquidated Damages; Reservation of Remedies for Material Breach:** Contractor’s default under this Section shall include the following:

**36.5.1** A Contract Worker gains access to a City facility without the proper badge or key;

**36.5.2** A Contract Worker uses another person’s badge or key to gain access to a City facility;

**36.5.3** A Contract Worker commences services under this Contract without the proper badge, key, or Background Screening;

**36.5.3** A Contract Worker or Contractor submits false, incomplete, or misleading information or negligently submits incorrect information to the City to obtain a badge, key, or applicable Background Screening; or

**36.5.4** 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 Contract. Contractor acknowledges and agrees that the access control, badge, and key requirements in this Section are necessary to preserve and protect public health, safety, and welfare. Accordingly, Contractor agrees to properly cure any default under this Section within three (3) business days from the date notice of default is sent by the City. Contractor’s failure to properly cure any default under this Section shall constitute a breach of this Section. In addition to any other remedy available to the City at law or in equity, Contractor shall be liable for and shall pay to the City the sum of \$1,000.00 for each breach by Contractor of this Section. The parties agree that the foregoing amount is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Contract in the event that Contractor breaches this Section. Further, the parties agree to the foregoing amount because of the difficulty of proving the City’s actual damages in the event Contractor breaches this Section. The parties further agree that three (3) breaches of this Section by Contractor within a three-month period of time or three (3) breaches by Contractor of this Section arising out of the same default within a period of twelve (12) consecutive months shall constitute a material breach of this Contract by Contractor and the City expressly reserves all of its rights, remedies, and interests under this Contract at law and in equity, including termination of this Contract.

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

**38. 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 Contract, 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 Contract (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.

**39. 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.

**40. 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 Contract.

**41. 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 Contract, 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).



**42. INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK:** In addition to any other indemnification required by this Contract, 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.



**SECTION IV – INSURANCE AND INDEMNIFICATION**

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

**INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK:** In addition to any other indemnification required by this Contract, 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.

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

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

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

**2.1.1. Commercial General Liability – Occurrence Form**

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

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



- The Contractor’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.
- Policy must not contain any exclusions for operations on or near airport premises.

**2.1.2. 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.

**2.1.3. Technology Errors and Omissions Liability**

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

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

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

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

- Policy must cover (1) third-party claims and losses with respect to network risk and invasion of privacy (2) crisis management and third-party identity theft response costs and (3) cyber extortion
- Contractor warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will



## SECTION IV – INSURANCE AND INDEMNIFICATION

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

- 2.2. NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to **(City of Phoenix Department Representative’s Name & Address & Fax Number)**.
- 2.3. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The City in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- 2.4. VERIFICATION OF COVERAGE:** Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

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

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

City of Phoenix  
Aviation Department  
c/o EXIGIS Insurance Compliance Services  
PO Box 4668 – ecm #35050  
New York, NY 10163-4668  
Email: [certificates-cityofphoenix@riskworks.com](mailto:certificates-cityofphoenix@riskworks.com)



The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

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



**SECTION V – SCOPE OF WORK**

- 1. PURPOSE:** The City of Phoenix (“City”) Aviation Department (“Aviation Department”) has developed this Scope of Work for the purpose of procuring an Identity Management System (“IDMS”) to enhance efficiency and security in the Security Badging Office (“SBO”) at Phoenix Sky Harbor International Airport (“Airport”).

The IDMS will enhance the overall capabilities of the SBO by providing secure integration between disparate systems currently used in the badging process, reducing the data entry required by SBO personnel, and providing a secure paperless system for credential applications that will include a secure web portal for authorized signers (AS).

In addition, the IDMS will support security vetting and identity verification, workflow management and business rule enforcement for all the regulatory compliance required by the Transportation Security Administration (TSA), the Airport Security Program (ASP), local city ordinances, and City of Phoenix Aviation rules and regulations. All these functions in the IDMS will serve to support credential issuance and control, recordkeeping requirements, physical access, and enhance the customer experience.

- 2. BACKGROUND:** It is the mission of the SBO to effectively control, monitor, and coordinate access for 20,000+ badge holders at the Airport in restricted and sterile areas through mandated security and administrative efforts while providing excellent customer service. The responsibility of the SBO includes company enrollment and training, Criminal History Records Check (CHRC) and Security Threat Assessment (STA) administration and adjudication, audits, management of special access, and training.

The Aviation Department has operated the current HID SAFE (originally Quantum Secure) IDMS contract since September 14, 2012. That contract will expire on June 15, 2023. After an assessment of both business process and technical capabilities, and with the coming expiration of the existing IDMS contract, the Aviation Department has determined it would be appropriate to evaluate the various market solutions available to support the mission and growth of the City and SBO.

- 3. OBJECTIVES OF THE NEW IDMS:** As the first level of security, it is vitally important that SBO has a system that meets the security and business requirements of the Airport. The IDMS will be used to provide security vetting, credential control, and record keeping requirements as specified by federal agencies and will interface with the City’s Access Control and Alarm Monitoring System (ACAMS). The IDMS will have an intuitive user interface that will enable the automation of background checks of employees and related functions. It will replace the IDMS now being used by SBO.

The IDMS will resolve certain security vulnerabilities in the credentialing process by preserving a chain of custody throughout the process. Additionally, it will increase





efficiency by further automating processes and using a more efficient workflow allowing for a better customer experience.

Strategic objectives of the IDMS are as follows:

**3.1 Commercial-Off-The-Shelf (COTS):** The base software solution already incorporates all the Transportation Security Administration (TSA) requirements applicable to aviation credentialing and offer features that enhance the efficiency of the SBO.

**3.2 Configurable:** The user interface and drop-down fields must reflect the names of documents, titles, or terms used by the City.

**3.3 Upgradable:** The IDMS has the flexibility to adjust to changes in Security Directives (SD) and federal regulations, accommodate new or improved technology, increased airport operations, or improved business processes.

**3.4 Paperless:** The selected IDMS promotes paperless (digital) processes.

**3.5 Increased Automation:** The current IDMS is over nine (9) years old. The Aviation Department expects to realize efficiencies from implementing a newer and more mature IDMS solution.

The IDMS will automate the identity management and credentialing issuance process for individuals, including airport and airline employees, tenant employees, and selected contractors requiring access to secure and non-secure areas at Sky Harbor International Airport. The IDMS will be a workflow driven tool that will provide regulatory-related functions for the SBO, including the following:

**3.6** Fulfill security vetting, credential control, and recordkeeping requirements of the TSA and the City.

**3.7** Ensure that applicants for identification credential have satisfied the criteria specified in TSA regulations and the ASP prior to requesting CHRC or STA approval.

**3.8** Manage Trusted Agent (TA) roles and responsibilities to ensure that only authorized users are able to access and update applicant or badge holder's information in the IDMS.

**3.9** Provide control over the assignment of special access icon privileges based on regulations and the ASP.

**3.10** Enforce data integrity and consistency between the IDMS and its subsystems.



## SECTION V – SCOPE OF WORK

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**3.11** Track all access media and access control assets for the City. Access media and assets may include identification credentials, proximity cards for Trilogy locks, and electronically programmed keys (smart keys).

**3.12** Ensure that identification credentials are not issued until all requirements have been entered and cleared in the system, in accordance with applicable local and federal policies and regulations.

**3.13** Enforce the SBO business rules, processes, and workflows prescribed by the ASP and the regulations issued by the federal regulatory agencies.

**3.13.1** Enable the automation of background check requests (CHRCs, STAs) of applicants.

**3.13.2** Provide interface via open Application Programming Interface (API) and Software Development Kit (SDK) for possible future integrations.

**3.13.2.1** Provide an interface to trigger an event based on-boarding processes when a new badge holder record is created and a new badge is issued, and when a badge is renewed

**3.13.3** Maintain required records for auditing and other purposes.

**3.13.4** Provide a publicly accessible web-based interface that:

**3.13.4.1** Allows authorized signers to register, set up, and manage their company accounts

**3.13.4.2** Allows authorized signers to submit badging applications and manage aspects of the credentialing process for applicants in their organization.

**3.13.5** The IDMS will act as a central data repository for all badge holders. It will manage all companies, cardholders, and security-related assets associated with a badge holder.

**4. DESCRIPTION OF THE EXISTING IDMS AND RELATED ITEMS:** This section describes the current operating environment and outlines subsystems currently integrated with the IDMS application.

The current IDMS is HID Safe (formerly Quantum Secure) v4.5.

The current server hardware is located on-premises in the primary Aviation Department data center. There is a disaster recovery site within the City. The servers are virtual



servers using VMWare with a Windows Operating System (OS), and a Microsoft SQL Server database.

There are multiple systems in the IDMS environment both internal and external to the City.

#### 4.1 Existing Interfaces:

##### External Interfaces:

**4.1.1 Designated Aviation Channeler (DAC):** PHX uses Telos as its DAC. Telos operates in partnership with the TSA to ensure STAs, sent to the TSA, and CHRCs, sent to the FBI, and are processed for aviation workers who require access to the secure areas of the Aviation Department. RAP Back is part of the integration with the DAC.

##### Internal Interfaces:

**4.1.2 Access Control and Alarm Monitoring System (ACAMS):** The Aviation Department's Physical Access Control System is Honeywell Enterprise Building Integration (EBI) R500. It uses card readers and software solutions to control physical access points within and around PHX facilities per 49 CFR PART 1542. The current credential is an HID MIFARE DESFire EV1 + Prox Card model 1457.

**4.1.3 Learning Management System (LMS):** The Aviation Department is in the process of replacing its current LMS with Cornerstone by mid-2022. PHX is currently using Mindflash (a Trackstar product). The LMS allows PHX to conduct remote, computer-based training.

#### 4.2 Other Systems Not Currently Interfaced:

**4.2.1 Appointment Scheduling and Queue Management –** PHX uses QLess for its appointment scheduling and queue management. The system allows customers to book appointments via the web and check in at the SBO reception area.

**4.2.2 U.S. Customs and Border Protection (CBP) eBadge program.**

**4.3** There are currently twelve (12) badging workstations divided between two (2) different offices (Fingerprint Office and Training Office). The Fingerprint Office has eight (8) workstations and the Training Office has four (4) workstations.

**5. SCOPE OF WORK SUMMARY:** The Contractor will design, install, and provide ongoing maintenance and technical support for an IDMS, and provide training on its use to City employees and any other designated personnel. If the incumbent is not awarded this Contract, it is expected that the incumbent will be available to respond to migration and project issues. The IDMS will be used to fulfill TSA security vetting, credential issuance, and recordkeeping requirements, and will enhance security at the City.



The City seeks a COTS solution but realizes that minor development may be required to meet specific integration requirements. Major software development should be minimized, and it is encouraged that all prospective respondents propose an IDMS solution with the absolute minimum of software development requirements.

Any required software code customization must not affect future application version upgrades, either minor or major. Any custom code development must be supported in each future application version without cost.

A summary of the major work items includes the following:

**5.1** Design, provide, implement, and maintain a turn-key IDMS. The IDMS will become the central repository and database for relating to individuals provided unescorted authorization to access controlled areas of the City.

**5.2** Provide any application software, application software licenses, specialized hardware, hardware licenses, and interfaces required to fully operate the IDMS as specified. The City will provide servers (virtual machines), operating systems (OS), OS licenses, and database licensing (SQL).

**5.3** Provide all system software necessary for a Development Environment (DEV), a Pre-Production/Test Environment (Pre-PROD/Test), and a Production Environment (PROD) with disaster recovery for each environment.

**5.4** Provide user training on the operation of the IDMS to the City’s employees, contractors, tenants, consultants, and any other individuals or groups requiring training.

**5.5** Ensure that the IDMS supports current federal requirements and regulatory compliance.

**5.6** Support the City’s operational and policy requirements.

**5.7** Provide IDMS design/installation documents detailing any system configuration or enhancements made to meet the City’s IDMS Requirements and detailing the IDMS system architecture and implementation on the City’s network.

**5.8** Perform integration and system (end-to-end) performance verification testing and commissioning.

**5.9** Execute operational and acceptance testing.

**5.10** Provide knowledge transfer sessions and documentation to City technical staff.



**5.11** Assess and reconcile existing IDMS data, migrate to new IDMS, and support the City’s IDMS with data cleanup.

**6. PROJECT TIMELINE:** The IDMS design and implementation timelines are dependent on several factors. The City requests that Offerors provide their best approach in a plan for implementing the IDMS in the shortest possible timeframe.

**7. DESCRIPTION OF THE NEW IDENTITY MANAGEMENT SYSTEM**

**7.1** The IDMS will interface to the following sub-systems:

**7.1.1** Access Control and Alarm Monitoring System (ACAMS)

**7.1.2** The Designated Aviation Channeler (DAC)

**7.1.3** Learning Management System (LMS)

**7.1.4** Emergency Notification System (ENS)

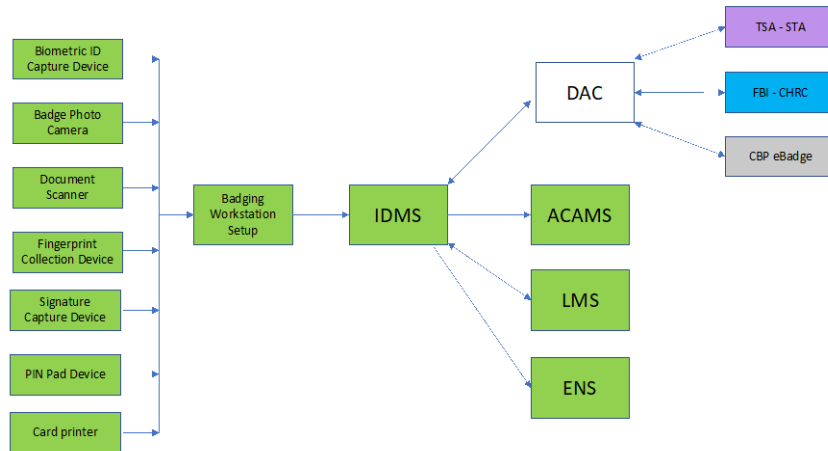


Figure 2: High-Level System Integration Diagram

**7.2** Identity Management Processes – Future State (**Exhibit D**)

**7.3** For each integration, Offerors must propose, in detail, a means for implementing each integration for the City’s approval via an Interface Design Document (IDD). No actual implementation will occur before such approval is obtained from the City for each IDD. Each of the data objects required of the subsystems is described below.



**7.4** The interface between ACAMS and the IDMS is the transmission route for credential data to the physical access control system. This capability needs to be real-time and available 24/7/365. The ACAMS is Honeywell EBI R500. The interface between the two systems will provide for the transmission from the IDMS to ACAMS of individual badge holder data including:

- Create badge holder records
- Modify badge holder records
- Assign access levels
- Remove access levels
- Assign badge status
- Modify badge status
- Badge holder photos

**7.5** The interface between the ACAMS and the IDMS will provide for the transmission from the ACAMS to IDMS of access levels. ACAMS will be the system responsible for the door and device configuration and the assignment of doors to access groups, not the IDMS. This includes their definition and naming of these groups. The IDMS will assign access levels defined by ACAMS to individual badge holders. Changes to the access groups will be transmitted from ACAMS to IDMS in real time.

**7.6** DAC: The Designated Aviation Channeler (DAC) operates in partnership with the TSA to ensure STA sent to the TSA and CHRC sent to the FBI are processed for Aviation Department workers who require access to the secure areas of the Airport. The DAC used by the City is Telos. The IDMS must be able to push all required information for processing the CHRC, STA, and RAP Back submissions.

**7.7** LMS: The Learning Management System (LMS) is the online instruction system that will provide required training as part of the badging process. It will also maintain records of courses passed for each employee. The LMS is Cornerstone on Demand. The interface between the two systems will provide for the transmission from the IDMS to the LMS, at a minimum, the following data objects:

**7.7.1** Any information required to create BH training records.

**7.7.2** Required trainings

**7.8** The interface between the LMS and the IDMS will provide for the transmission from the LMS to IDMS of training status information. The LMS must be able to push, at a minimum, the following data objects to the IDMS.

**7.8.1** Notification of training status (pass, fail, incomplete)

**7.8.2** Date of status change (pass date, fail date)



**7.9** The interface between the Emergency Notification System (ENS) and IDMS will provide the ability to immediately enroll and/or opt-in to airport specific emergency notifications. The ENS is a Software as a Service (SaaS) version of Everbridge.

**7.10 Badging Station Peripherals:** The Aviation Department is looking for an end-to-end solution when it comes to badging station hardware (peripherals). Offerors must include recommended badging station hardware that is certified to work with their software solution. The peripherals will be implemented with the new software solution. The Offeror will provide all peripherals required to operate the proposed IDMS solution for the ten (10) badging kiosks referenced in section 4.4 (pg. 60). If a peripheral must be replaced beyond the warranty period, the Aviation Department will purchase peripherals directly from the manufacturer.

Offerors must recommend devices certified as part of an end-to-end solution for the following actions:

**7.10.1** Photo capture

**7.10.2** ID document verification/scanning

**7.10.3** Biometric reference capture

**7.10.4** Document scanning

**7.10.5** Signature capture

**7.10.6** Networked badge printing

**7.11 Badging Stations:** There are currently twelve (12) badging workstations divided between two (2) different offices (Fingerprint Office and Training Office). The Fingerprint Office has eight (8) workstations and the Training Office has four (4) workstations. The approved vendor must replace the twelve (12) badging workstations as part of this project, but the selected system must also allow for future growth and support additional workstations if there is increased demand in the future.

**7.12 Appointment Scheduling and Queue Management:** The Aviation department uses QLESS for its appointment scheduling and queue management. The system allows customers to book appointments via the web and check in at the SBO reception area. The QLESS product is standalone and not currently integrated with the IDMS.

**7.12.1** This is not a required third-party integration for the future IDMS solution, but if the proposed solution has an appointment scheduling/queue management



module as part of the software, the Aviation Department would be interested in this feature as optional feature that could be evaluated.

**7.13 Environments Description:** The Contractor must work with the Aviation Department to configure three (3) environments with disaster recovery for each environment: Development (DEV), Pre-Production/Test (Pre-PROD/Test), and Production (PROD).

The DEV environment will be used by the Contractor to install its COTS baseline solution. Final configuration and design will be based on collaboration between the Contractor and City staff. The COTS baseline solution in DEV will better allow the Aviation Department to understand the capabilities of the base system and design recommendations being proposed. DEV can also be used as a sandbox for the testing and development of required integrations.

The Pre-PROD/Test environment will be used for system testing, user acceptance testing, and training. This environment will model the production environment and all profiles will need to be provisioned to this environment. The Pre-PROD environment will be used to verify all available interfaces and integration points as well as to prove end-to-end operation of the full IDMS system.

The PROD environment is the active system with the IDMS software, servers, workstations, and integrations/interfaces that will be used in day-to-day operations upon implementation.

The disaster recovery provides a replication of all the data to an off-site location. The Contractor will provide a method of data replication that offers continuous data protection.

## 8. REQUIREMENTS

**8.1 System Availability:** The IDMS is considered a critical operations system and, as such, the Aviation Department is looking for a recommendation for how to provide continuous processing for 99.99% high availability 24/7/365. Scheduled outages should occur outside of normal badge processing business hours as coordinated with the City. Outage of the IDMS must not impact the operation of the ACAMS or any other subsystem integrated with the IDMS. The IDMS will compare the IDMS database with the ACAMS database for any changes between the two systems following an outage, or as needed in an “on demand” fashion and report any discrepancies for resolution.

The Contractor will also provide a back-up strategy for review and approval by the Aviation Department. The Aviation Department will conduct backup operations.

**8.2 Functional and Non-Functional Requirements:** A detailed requirements matrix spreadsheet is included as **Attachment B – Functional and Non-Functional**





**Requirements Compliance Matrix.** Offerors must fill in their ability to comply with each requirement and submit a completed spreadsheet with their Offer. The spreadsheet must be submitted electronically with the Offer as an unlocked and unrestricted spreadsheet.

The Functional and Non-Functional Requirements Compliance Matrix is comprised of eight (8) columns. A description of each column is below.

**8.2.1 ID Number:** This is a number assigned to each requirement. The first number is associated with the related function (e.g., all requirements associated with Adjudication begin with an ID number of 1). The second number separates the requirements within a specific related function (e.g., 1.1, 1.2, and 1.3 are different requirements that deal with Adjudication).

**8.2.2 Requirement:** this is the description of each requirement.

**8.2.3 Related Function:** this is a grouping of requirements based on a high-level function.

**8.2.4 City-Related Process:** this associates requirements with specific business processes.

**8.2.5 Type:** the matrix contains both functional and non-functional requirements.

**8.2.5.1 Functional Requirement:** specifies something the system should do. It defines a system or its component.

**8.2.5.2 Non-Functional Requirement:** how the system performs a certain function. It defines the quality attribute of a software system.

**8.2.6 Required/Optional:** the matrix describes if that particular requirement is required or optional.

**8.2.7 Compliance:** this is one of two sections that each offeror will complete. There are five acceptable responses in the compliance column.

**8.2.7.1 Out of Box:** this requirement is achieved using the COTS baseline solution or an add-on module that is ready to go.

**8.2.7.2 Configuration Change:** this requirement is achievable through configuration of the software and requires no programming changes to the baseline code.

**8.2.7.3 Programming Change - On Roadmap:** this requirement is achievable through a change to the base code and is on the Offeror's road map.



**8.2.7.4 Programming Change - Custom Development:** this requirement is achievable through a change to the base code and is a custom development.

**8.2.7.5 Not Supported:** the proposed solution will not achieve this requirement.

**8.2.8 Explanation:** an explanation is required if the Offeror lists any response to compliance other than “Out of Box.”

**9. PHASES OF THE PROJECTS:** The Contractor will provide the system software, hardware, design (including necessary customization or configuration), implement, integrate, test, and maintain an IDMS with the required capabilities described in this Scope of Work and referenced attachments, and provide training on its use. The following are the major project phases:

- Project Start-up and Management
- Analysis and Design
- Implementation
- Testing and Acceptance
- Training
- Transition/Cutover
- Post Go-Live Support

**9.1 Project Start-Up and Management:** Immediately following the official Notice to Proceed (NTP), the Contractor must mobilize for project start-up. Elements to be accomplished during start-up phase include:

**9.1.1** The Contractor will establish project plans, team members (with roles and responsibilities), a project schedule, and a project management plan.

**9.1.2** The City and the Contractor will hold a kick-off meeting to review project goals, requirements, expectations, project plan and the City team resource requirements. This meeting will be virtual.

**9.1.3** As part of the Project Start-up Phase, the Contractor will deliver the following documents for the City’s review and approval:

**9.1.3.1 Project Management Plan:** the plan will identify resources required and contains issue escalation procedures and describe in detail how the Contractor will manage all aspects of the project to deliver the turnkey scope herein.

**9.1.3.2 Draft Project Schedule:** The Project Schedule will include resource allocation, milestones, and deliverables. The schedule will be broken down by milestones and dates and allow for sufficient submittal review time by the City and revision by the



Contractor. The Contractor will submit and maintain a detailed project schedule on a weekly basis. Final Project Schedule to be baselined at the end of the Design Phase.

**9.1.3.3** Implementation Plan: the plan will address specifically how the Offeror will implement the new IDMS in the City’s environment while ensuring integrity of the existing data.

**9.1.3.4** Risk Management Plan: the plan will address risk mitigation techniques and methodology for early problem identification and resolution.

**9.1.3.5** Communication Plan: the plan provides details on who from the Contractor’s team will be the point of interface with the City’s Project Manager and how all verbal and written communications are to be issued.

**9.1.3.6** SSI/PII and Cybersecurity Management Plan: the plan provides details on how the Contractor’s team and product will protect from the release of Sensitive Security Information (SSI) and Personally Identifiable Information (PII), as well as from cybersecurity threats.

**9.1.3.7** Organizational Chart with names, responsibilities, and contact information

**9.1.3.8** Finalized Schedule of Values (SOV)

**9.2 Analysis and Design:** The IDMS analysis and design activities must include any recommendations to update business processes and workflows, requirements review and analysis, and a gap analysis. The gap analysis will be based on the baseline COTS system and any variance from the requirements will be identified. This phase will also include a data migration plan, network and installation designs, and integration planning. The Final Design will include detailed descriptions and plans for IDMS DEV, Pre-PROD/Test, and PROD Environments. The Pre-PROD/Test Environment will be used for testing prior to training and implementation on the PROD Environment.

Upon completion of the DEV environment infrastructure, the Contractor must install its COTS baseline solution in the DEV environment. Final configuration and design will be based on collaboration between the Contractor and City staff. The COTS baseline solution in DEV will better allow City staff to understand the capabilities of the base system and design recommendations being proposed. The Contractor must perform the installation, programming, configuration, integration, testing and commissioning of the new IDMS in accordance with all contract requirements.



### 9.3 Analysis Description

**9.3.1 Workflows Analysis:** The Contractor must review with City staff, and update as necessary, **Exhibit D – Identity Management Processes – Future State**. The Contractor must recommend processes, business rules, and workflows that maximize the capabilities of their system.

**9.3.2 Requirements and Gap Analysis:** The Contractor must review with City staff, and update as necessary, **Attachment B – Functional and Non-Functional Requirements Compliance Matrix**. The analysis work must include the following activities:

**9.3.2.1** Perform a comparison between the base features (off-the-shelf) and requirements that require further development.

**9.3.2.2** Identify any new requirements, that are not specified in this Scope of Work, but which are necessary for designing and installing a fully functional IDMS that conforms to all applicable federal regulations.

**9.3.2.3** Include all requirements and identified updates in the IDMS Requirements Matrix and a Gap Analysis Report.

### 9.4 Design Description

**9.4.1 Data Migration Plan (including database mapping):** all credentialing and cardholder data that resides in the existing database must be migrated to the new IDMS. The Contractor must prepare a Data Migration Plan that includes a proposed methodology for identifying the data to be migrated, and the process for planning, data clean-up, executing, and validating the data migration. The plan must also include a mitigation process to account for any failures in the migration.

**9.4.2 Network and Security Design:** The Contractor must conduct meetings as necessary with personnel to understand the current network environment. The Contractor must work closely with City staff to develop a Networking and Security Plan that allows the appropriate protections for Sensitive Security Information (SSI) and Personal Identifiable Information (PII).

**9.4.3 Integration Planning:** The Contractor must plan for integration of the IDMS with all external and internal systems required. The Integration Planning will include drawings describing the integration between the IDMS and the existing infrastructure, and interfaces to the systems/devices. The Contractor will provide system-level diagrams showing the relationship between each system and how each system/device communicates to IDMS. The diagrams should include information on the means of communication and protocols required for each interface to be included in an Integration Design Document. The IDD will include, but not be limited to, interface diagram, data



mapping, data dictionary, method of transfer, and an Integration Test Plan. The integration design document should define error handling procedures and identify if there any automated or manual error correction necessary.

The Contractor shall provide implementation design consisting of network, security, and integration details for City’s review and approval prior to implementing the system in the City’s environment.

**9.4.4 System Test Plan and Test Case Development:** the Contractor must develop a System Test Plan, including the test cases used for system testing. The System Test Plan must test the function of the system and use a phased testing approach to ensure that the system can operate as designed to include all required integrations.

**9.5 Implementation:** upon completion of the Analysis and Design and receiving approval from the City, implementation will begin. Implementation will consist of development, configuration, and integration of the IDMS. The implementation will include, at a minimum:

**9.5.1 Database Cleanup:** this is the execution of performing the database cleanup in preparation for data migration.

**9.5.2 Data Migration:** the process of migrating the cleaned-up credentialing and cardholder data from various source locations into the new IDMS database.

**9.5.3 Migration Verification:** this step verifies that all the data objects were successfully migrated. The Contractor must show data integrity and consistency in the new database.

**9.5.4 Module Configuration:** Based on the requirements and gap analysis, the Contractor must complete any development or configuration changes required of the baseline system.

**9.5.5 Integration Development:** Integrations will be developed for the ACAMS, DAC, LMS, and ENS based on the previously approved IDD.

**9.6 Testing and Acceptance:** Any problems discovered during the testing and acceptance phase must be documented, brought to the attention of City staff, and corrected at no additional cost to the City. The Contractor must promptly correct all problems encountered.

**9.6.1 Integration Testing:** Upon completion of the system testing, the Contractor will begin testing. The purpose of the integration testing is to verify combined functionality after integration with other systems. The testing should verify that the individual



components are communicating, both in terms of protocol and content, with each other, as required.

Integration testing will be completed in the Pre-PROD/Test Environment.

At a minimum, integration testing will be performed against ACAMS, DAC, LMS, and ENS.

**9.6.2 Functional User Acceptance Testing (UAT):** Upon completion of system and integration testing, functional testing will occur with City users. The UAT is a means of verifying that the IDMS has all the required functionality as specified in the finalized requirements matrix. All requirements must be cross-referenced with the appropriate UAT test script.

**9.6.2.1** The Contractor will develop UAT Test Plans, including test scripts and procedures. The Contractor will also show validation of the data migration. The IDMS vendor must provide confidence to City staff that all data is accurately migrated and are no errors or omissions during the migration.

**9.6.2.2** The UAT will be completed by City badging staff. This is where all real-world scenarios will be executed. The UAT must include the following:

- Configured Functionalities: The test scripts must include a checklist of functional items to be verified by users for each system module. All test scripts must state intended results.
- Execution of standard, custom, and ad-hoc reports.
- Final UAT testing will be conducted in the PROD environment prior to PROD actually going live.

Any discrepancies, errors, or issues discovered during these tests will be logged and corrected by the Contractor at no cost to the City.

**9.6.3 Endurance Testing:** The final acceptance of the system will be through a 30-day endurance test. During this phase, the system shall perform as expected and meet all requirements included in this scope of work for 30 consecutive days without any performance or availability issues. The purpose of this testing is to ensure the system as implemented is stable and can perform without any issues over sustained period of time. The endurance testing period shall restart in entirety if there are any issues that arise impact the overall stability, data integrity or performance of the system. Contractor shall keep track of all issues that arise during this phase of Acceptance testing.



## 9.7 Training

**9.7.1 Training Requirements and Description:** The Contractor is responsible for training City identified personnel in all aspects of IDMS. Training will consist of web-based and classroom training. The Contractor will develop and provide a documented Training Plan for acceptance by City staff. It is estimated that the Contractor will need to train approximately 75 City personnel and there are approximately 1,500 Authorized Signers that will require training in the new IDMS. The Aviation Department will provide a facility to conduct hands on training and the Contractor will provide three (3) full badging workstations (including peripherals) for training. The three badging workstations can be part of the solution that will be implemented in SBO. In other words, the badging workstations used for training can be part of the ten (10) badging workstations being installed in the Fingerprint Office and Training Office.

The Training Plan must describe the methods, techniques, course outlines, materials, syllabus, and course descriptions. The plan will maximize flexibility of the training schedule. In terms of the course structure and content, and the differing availability of students within each category.

The Contractor must provide all training manuals, training aids (e.g. cheat sheets), flow diagrams, drawings, and user guides. Training documentation will be in English and submitted electronically.

Training plans and delivered training should include, at a minimum, the following courses:

**9.7.1.1** Training for Security Badging Office (SBO) Supervisors

**9.7.1.2** Training for SBO Airport Access Agents

**9.7.1.3** Training for other approved users

**9.7.1.4** Training for Authorized Signers (web-based)

**9.7.1.5** Training for IDMS System Administrators and IT Support

## 9.8 Acceptance

**9.8.1 Production Go-Live:** Upon acceptance of the UAT and substantial completion of the training, the system will be rolled out in production and “Go Live.” Following the production roll out, with no critical issues identified, the system acceptance will begin. System acceptance will consist of a thirty- (30) day endurance period where City staff will verify that the IDMS is stable and performing as expected for an extended period of time. Any major issues found during this period will require the Contractor to correct the issues and reset the 30-day endurance period. The



Contractor must provide, at a minimum, on-site engineering staff for two weeks from Go Live to support the SBO staff in the roll out. The endurance period is designed to run the application in true production mode with the stipulation that the Contractor will be responsible to fix any problem(s) related to the services provided during that period. The Acceptance Test will be conducted in accordance with the Acceptance Test plan developed by the Contractor and agreed to by City staff. The Plan will designate what constitutes high, medium, and low priority defects and resolution requirements for each.

The credentialing operations will be maintained. Transition to the new IDMS will not hinder the operation of the SBO to issue and renew airport credentials and will not impede the operation of other systems integrated with the IDMS. Also, the ability to deactivate select credentials and remove access immediately will be maintained, at all times.

**9.8.2 Final Acceptance:** Final Acceptance will not occur until all phases of implementation have been successfully performed and the 30-day endurance period has been completed and approved by the City.

Final Acceptance will be withheld until the following activities have been successfully completed:

**9.8.2.1** Approval of all submittals

**9.8.2.2** Delivery of final documentation

**9.8.2.3** Successful training and demonstration, including operation of system using fully functional system with interfaces

**10. DOCUMENTATION REQUIREMENTS:** All project documentation will be supplied in electronic format (Word, Excel, or PDF as applicable). At a minimum, the documentation listed in Figure 3 below will be submitted for approval by the Contractor upon request of the City after Contract award.

**Figure 3 – Minimum Documentation Requirements**

Minimum Documentation Requirements	
Phase	Document Title
Project Management	Organizational Chart
	Project Management Plan
	Project Schedule showing all milestones
	Risk Management Plan
	Communication Plan
	SSI/PII/Cybersecurity Management Plan





**SECTION V – SCOPE OF WORK**

**CITY OF PHOENIX**

	Change Management Plan
	Schedule of Values
	Quality Control Plan
	Transition and Cutover Plan
Analysis and Design	Recommended Modifications to Business Processes
	Updated Requirements Matrix
	Gap Analysis Report
	Data Migration Plan including Database mapping
	Database Clean-up Plan
	Migration Verification Plan
	Networking and Security Plan
	Design Drawings
	Interface Design Document including Integration Test Plan for DAC
	Interface Design Document including Integration Test Plan for ACAMS
	Interface Design Document including Integration Test Plan for LMS
	Interface Design Document including Integration Test Plan for ENS
	Interface Design Document including Integration Test Plan for Scheduling Software (if required)
	Off-the-shelf documentation associated with the IDMS
	System Test Plan
Test Case Development	
Implementation	Database Cleanup Report
	Data Migration Report (including migration verification)
	Module Settings and Configuration Report
Testing and Acceptance	Integration Test Report DAC
	Integration Test Report ACAMS
	Integration Test Report LMS
	Integration Test Report ENS
	Integration Test Report Scheduling Software (if required)
	User Acceptance Testing (UAT) Test Plan
	UAT Test Report
	System Test Report
	Final Acceptance Testing (FAT) Report
	Endurance Test Report
Training	Training Plans
	Training Course Manuals



**SECTION V – SCOPE OF WORK**

**CITY OF PHOENIX**

	End User Documentation
Close Out	Close out of punch list items
	As-Built Functional Design and Description
	As-Built Networking and Security Plan
	As-Built IMCS Layout Design
	As-Built Interface Design Document
	As-Built Hardware and Software Requirements
	Software Development Tools Kit/Guide
	Final Training Documentation

**11. WARRANTY:** The Contractor represents and warrants that the software, hardware, interfaces, workmanship, delivery of the integrated system, and warranty/maintenance services furnished hereunder, and all Contractor-supplied modifications, will meet the contract requirements and the representations of the Contractor’s offer.

Workmanship, software, hardware, and Interfaces must be warranted for a minimum of one (1) year from issuance of Certificate of Acceptance by the City, which will be issued after successful completion of the thirty (30) day endurance period.

All warranties will begin on the date shown in the Certificate of Acceptance that will be issued at the end of successful acceptance. The one (1) year warranty period shall begin after final acceptance of City staff.

**12. SYSTEM MAINTENANCE AND TECHNICAL SUPPORT:** The Contractor must provide maintenance, repair, and on-going support services for the new IDMS and associated integrations. The City requires pricing for a total of five (5) years of maintenance services upon acceptance of the system.

**12.1 Maintenance and Technical Support Services Plan**

**12.1.1** The Contractor will provide Maintenance and Technical Support Services on the entire installed IDMS and its interfaces during the maintenance period. The Contractor will provide pricing for preventative maintenance in year two of the contract term (the first year after acceptance / the warranty period) and for four (4) years of Maintenance and Technical Support Services plan covering both repair and preventative maintenance services. Contractor must not include the cost of supporting peripherals during the maintenance period. City’s IT team will provide onsite level 1 support pertaining to peripherals and workstation issues.

**12.1.2** The Contractor must ensure that software patches, fixes and updates are performed during non-peak operation periods, as defined by City staff.



**12.1.3** The Contractor will keep all system documentation updated.

**12.1.4** The Contractor is required to provide the following:

**12.1.4.1** Ensure the system is fully functional 24 hours a day, 7 days a week, 365 days a year

**12.1.4.2** Maintain system reliability

**12.1.4.3** Responsible for all preventive and corrective maintenance and technical support activities

**12.1.5** Provide SLA agreement document describing and classifying the urgency of support issues (e.g. system down, critical, non-critical, routine, etc.) along with the response times for each classification and the resolution times for each level.

**12.2 Maintenance Documentation Requirements:** Each Offeror must provide a Maintenance and Technical Support Services Plan as part of their offer. Prior to thirty (30) days from start of the Maintenance and Technical Support Services Contract, the Contractor must revise and submit for review the following documents:

**12.2.1** An updated Maintenance (Corrective and Preventive) and Technical Support Services Plan and Procedures describing how service calls will be handled and tracked. The procedure must include a toll free 24x7 service desk contact number and describe who will receive the service call (24/7/365), the triage process, the call dispatching process, issues tracking process, the call escalation procedure, call closeout process, and service call documentation process.

**12.2.2** List of personnel requiring system accounts and remote access to the IDMS. Additionally, a list of personnel requiring security badges for on-site work.

**12.2.3** Resumes of all key personnel

**12.2.4** Contact information, including phone number and email address, for each key personnel

**12.3 Work Order / Ticketing System Process:** All work performed by the Contractor will be initiated by a Work Order or Change Request and assigned to the Contractor. All work performed on the IDMS will have a Work Order or Change Request associated with it prior to performance of the work unless by a request from the City’s Aviation Department Command Center Duty Manager after-hours and on weekends and holidays. Urgent work may proceed without a Work Order or Ticket Request; however, City staff must be notified and will need to provide approval before such work takes place. A Change



Request for urgent work may be written after the work being performed but must be issued not later than the next business day. This process may be changed at the discretion of City staff.

Contractor shall also provide City access to the Work Order / Ticketing System to submit trouble tickets or request technical support for services issues in the field.

**12.4 Corrective / Preventative Maintenance and Technical Support Services:** Tasks will include, but are not limited to:

**12.4.1** Monitoring and diagnostics

**12.4.2** Problem isolation and identification

**12.4.3** Configuration and provisioning

**12.4.4** Remedial action - repair, replacement, etc., including a support ticketing system. This ticketing support system must allow designated City staff to report issues, track the status, and manage the ticket/issues raised. Each issue must be reported in the ticketing system and uniquely tracked. Issues resolution must be discussed with City staff and closed only after approval by City staff.

**12.4.5** Outage response and report generation with root-cause analysis, determination, and preventative measures

**12.4.6** Software patch upgrades, including testing

**12.4.7** Planning upgrades and modifications

**12.4.8** Preventative maintenance

**12.4.9** Administrative support in documentation of systems and sub-system requirements

**12.4.10** Maintenance of licenses and warranties

**12.4.11** Escalation of issues to third-party vendors (manufacturers), as needed

**12.4.12** Training services on the IDMS and sub-systems to users and technical personnel

**12.4.13** In the event of an equipment malfunction or failure, such equipment will be replaced if not repairable. The replacement equipment, including spares, is the responsibility of City.



**12.4.14** The Contractor must maintain the software within the DEV and Pre-PROD environments as directed by City staff.

**12.4.15** The Contractor may be requested to provide technical support staff training to ensure City staff assigned to maintaining the IDMS are able to provide basic technical support for the IDMS.

**12.5 Documentation of Service and Maintenance Records:** The Contractor must maintain a record of all activity and services provided. The Contractor must document and record all other information related to the changes and updates to the IDMS, subsystems, interfaces, and infrastructure. A copy of all updated documentation and drawings must be provided to City staff once per year. All such documentation maintained by the Contractor must be owned by, and provided to, City. The Contractor is required to maintain current documentation and records of the following information:

**12.5.1** Module settings and configuration

**12.5.2** System diagrams

**12.5.3** Drawings depicting location of each location of badging kiosk to include peripherals and any related components.

**12.5.4** Preventative maintenance records

**12.5.5** Repair records

**12.5.6** Equipment locations, serial number, asset number (if applicable), model number, software and firmware version number, connections identification such as switch and port number, and additional information as identified by the City.

**12.6 Software Licenses and 3rd Party Software Maintenance:** The Contractor must furnish, upon request by City staff, all manufacturer-released software, software upgrades, firmware, firmware upgrades, and respective licenses and upgrade licenses for the IDMS hardware, firmware, and software. All new releases must first be tested in the Pre-PROD/Test environment prior to being placed into production. All such updates and installations of new releases must be performed in accordance with industry standard software development practices and City's approved methodology and procedures. All updates must include Release Notes for the City's review and approval.

**12.6.1** Without limiting any of its other obligations under this Contract, the Contractor shall correct defects in the software within a timely manner to prevent undue risk or service disruption to the City, and take such actions as are necessary to ensure that the software fully conforms to the specifications as set forth herein. The Contractor's



obligations hereunder extend to Third-Party Software and customizations, as well as other software (including upgrades and new versions to Third-Party Software and customizations).

**12.6.2 New Technology:** technology may change during the term of this Contract. Accordingly, the Contractor shall meet the following requirements:

**12.6.2.1 Software Upgrades and Enhancements:**

- Provide the City with prompt written notice of all upgrades, enhancements and modifications to the Work that become available during the term of this Contract
- Continually provide and update the software after installation at no additional cost during the term of this Contract. However, the Contractor must provide details on benefits and risks of such upgrades and obtain written approval by the City prior to updating or upgrading the software. The City shall have the option to reject proposed new version and to accept less than the most current version of the software.
- Make the new major/minor versions available to the City at no additional cost, or if the new software is generally commercially available to its customers at no additional cost.

**12.6.2.2 Hardware new releases and new versions:**

- Install, at no charge, all new releases and new versions to hardware (including engineering changes) which are: (a) necessary to correct defects/bugs/performance issues or enable the system or any component to function at an optimum level; or (b) required by the manufacturer

**12.7 Modifications:** During the warranty and maintenance period, the Contractor must include additional development and enhancement work related to any changes to regulatory requirements.

For non-regulatory development or enhancement work, the City will work with the Contractor to determine the level of effort and way forward.

**12.8 Cost for Services:** Each Offeror's price proposal must show full compensation for furnishing all labor, test equipment, tools, bonds, insurance, transportation, services and supervision to provide technical support, maintenance, repairs, and preventative maintenance based on the requirements stated in this scope of work. Maintenance fees



must include all labor, overhead, profit, insurance, cost of badging, insurance, taxes, rental equipment, travel, parking, lodging, per-diem, and labor for all services performed.

**12.9. Reporting of Defects:** The Contractor shall serve as a single source to address all defects in the system. Contractor shall provide to the City in writing on a regular basis a detailed defects report that lists various bugs/defects affecting the security, performance, or conformance to specifications herein. Any defects, bugs, or issues that impact system performance or pose a cyber security risk to the system installed must be communicated to the City within 48 hours of the Contractor becoming aware of the issue.

### 13. SOFTWARE STANDARDS AND LICENSES

**13.1 Software Licenses and Copyrighted Data:** Commercial software packages must have all registration and licensing documentation filed indicating the City of Phoenix and the Aviation Department are the owners of the software. Costs for all software licenses must be included in Offeror's proposed pricing.

Software or software modifications developed for this Scope of Work must be licensed in perpetuity to the City and the Aviation Department. The license must include all executable, library, object, and source code required to maintain and modify the delivered product. All compilers, case tools, utilities, etc. that are needed to create the executable code are to be included. Third-Party Escrow Service Agreements are acceptable where City of Phoenix is named as a beneficiary. This ensures maintenance of the software instead of abandonment or orphaning. The software's source code is to be released to the City if the successful proposer files for bankruptcy or otherwise fails to maintain and update the software as promised in the software license agreement.

As to any software provided, the Contractor must grant to the City and the Aviation Department an irrevocable, perpetual, nonexclusive, worldwide and universal, royalty-free right and license to use (including the right to execute, reproduce, display, copy, modify, maintain and distribute to its employees, agents, consultants and selected proposers) the software in whatever form it exists, its technical documentation and related materials, together with all enhancements, improvements, modifications, updates, additions and derivative works in connection with any present or future City operation or airport. Ongoing bug fixes, patches, security patches, and other updates needed for ongoing operation of the IDMS during the term of the Contractor shall be available from the Contractor with no additional fee.

All software version upgrades available, bug fixes, patches etc. required for IDMS software during the one (1) year warranty and maintenance period and the optional four (4) year maintenance period must be included as part of the base price proposal.



**14. SECURITY OF INFORMATION / APPLICATIONS / SYSTEMS:** The Contractor must meet all security policies and standards stipulated by, but not limited to, the City, TSA, and FAA. The Contractor must incorporate security best practices and meet a standard of due care required by the security policy of the City and must also abide by the following requirements:

**14.1 Security Controls:** The Contractor is responsible for configuring security controls to provide individual accountability, audit ability, and separation of duties. Security controls will be consistent with industry best practices, including, but not limited to, the following:

**14.1.1** Authentication requirements for access to sensitive data and privileged functions.

**14.1.2** Applying latest operating system or security-related patches to all components monthly.

**14.1.3** Utilization of only the services required to meet desired functionality (disable unused services).

**14.1.4** Identification and activation of required TCP/UDP ports, and a deactivation of access to other TCP/UDP ports when applicable.

**14.1.5** Logging of all security-related events, including unauthorized or invalid attempts to access privileged services, and provide logs to City staff.

**14.1.6** Appropriate securing of components of the information system to ensure the confidentiality, integrity, and availability of information stored.

**14.2 System Architecture Design and Review:** Each Offeror must submit a system architecture and security design diagram with their offer for the end-to-end solution for approval and acceptance by the City.

The Contractor must submit an information flow diagram for the IDMS. The Contractor must show that the network and/or application flow design conforms to security best practices and is implemented in a fully secure manner.

**14.3 Documentation:** Each Offeror must provide a security plan that includes:

**14.3.1** An overview of the information system security posture.

**14.3.2** Full technical details regarding information system implementation strategy and documentation or guidelines that the Contractor follows to implement and deliver the information system.





**14.3.3** Full technical details regarding security strategy, patches applied, operating system hardening steps, services enabled/disabled, TCP/UDP ports opened/closed, authentication requirements, etc.

**14.3.4** Any deviation from the security best practices will be documented by the Contractor and must be approved by the City.

**14.4 Security Assessment:** A detailed security assessment of the system as implemented by the Contractor may be performed by the City ISPO to ensure appropriate security controls have been designed and implemented in the implemented system. The IDMS must be capable of supporting multi-factor authentication as City staff is in the process of implementing multi-factor authentication for various business systems in the future.

**14.5 Security Issues Remediation**

**14.5.1** The Contractor must immediately remediate vulnerabilities and high priority security issues identified during a security review or assessment conducted by the Contractor, the City, or its authorized representatives.

**14.5.2** The Contractor is responsible for remediating high and medium risk level issues within a reasonable timeframe. If the remediation affects the functionality of the information system, the City ISPO may grant an exception depending on the risk level or use other external security methods to minimize the risk.

**14.5.3** Additional security assessments may be performed after remediation for verification purposes at the discretion of the City ISPO.

**14.6 Virus Protection:** The City uses the CrowdStrike virus protection service. All software, firmware, software upgrades, patches, servers, and workstations must be checked by this service before installation. Utilize DEV servers if required. Regular monthly checks will be made of the systems software on the Pre-PROD/Test server, system services, and end points using this service so that newly identified threats can be addressed.

**15. STANDARD OF PERFORMANCE:** The Contractor must provide the work described or referenced herein in a competent and professional manner satisfactory to City staff and in accordance with the terms and conditions of this Scope of Work. The City is entitled to a satisfactory performance of all work described herein and to full and prompt cooperation by the Contractor in all aspects of the work. At the request of City staff, the Contractor must promptly remove from the project any of the Contractor's employees, sub-selected proposers, or any person performing work under this Contract. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.



The Contractor agrees that it will employ, maintain, and assign to the performance of the work enough competent and qualified professionals and other personnel to meet the Schedule and Scope of Work required under this Scope of Work. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel if so directed by City staff, if the City staff makes a determination, in its sole discretion, that the personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the work described herein, in a competent and professional manner.

**16. SECURITY AND PRIVACY MATURITY QUESTIONNAIRE:** The Offeror must complete and submit **Attachment C – Security and Privacy Maturity Questionnaire** with the offer. This will not be evaluated as a part of the evaluation process. Offerors may be deemed non-responsive if the completed Questionnaire isn't submitted.

**17. MINIMUM QUALIFICATIONS**

**17.1** Offeror must have been in business providing goods and services as listed in this scope of work for a minimum of five (5) continuous years.

**17.2** Offeror must have a minimum of five (5) years of experience in design, implementation, maintenance, and support of an IDMS.

**17.3** Offeror must have successfully delivered at least one (1) IDMS projects of comparable scope in the past five (5) years at other Cat X airports in the U.S. Experience must include environments where IDMS was integrated with an enterprise-wide Access Control system.

**17.4** Offeror's proposed key personnel for this project must have demonstrated experience in successfully delivering three (3) IDMS projects of similar scope and magnitude in the past five (5) years.

**18. EVALUATION CRITERIA:** In accordance with Administrative Regulation, 3.10, Competitive Sealed Proposal awards shall be made to the responsible proposer(s) whose proposal is determined in writing to be the most advantageous to the City based upon the evaluation criteria listed below. The evaluation factors are listed in the relative order of importance and more details are provided in Section V – Scope of Work.

- A. Method of Approach** **0 – 450 Points**
- B. Qualifications and Experience of Firm** **0 – 200 Points**
- C. Qualifications and Experience of Key Personnel** **0 – 200 Points**



SECTION V – SCOPE OF WORK

CITY OF PHOENIX

**D. Price Schedule**

**0 – 150 Points**

**Total Available Points**

**1,000 Points Maximum**

**Tab 1 - Method of Approach:** Offeror must provide an executive statement in narrative form detailing its method of approach to satisfy the requirements of the Scope of Work, including a detailed approach and methodology. At minimum, the following must be included:

- Describe management methodology, tools utilized, and provide examples of all the standard project documents including:
  - Project Management Plan
  - Risk Management Plan
  - Quality Control Plan
  - Data Migration Plan
  - Transition / Cutover Plan
  - Project Timeline
  - Maintenance (Corrected and Preventative) and Technical Support Services Plan and Procedures
  - System Architecture Design and Review
  - Security Plan Overview
  - Cybersecurity Management Plan
- Staffing model and plan to provide services
- Compliance with Requirements and Non-Functional Requirements (**Attachment B - Functional and Non-Functional Requirements Compliance Matrix**)
- Service Level Agreement (SLA)

**Tab 2 - Qualifications and Experience of Firm:** Offeror must include an executive summary in narrative form detailing their background, experience, and qualifications as it relates to their experience with security badging identity management systems. At minimum, the following must be included:

- Official corporate or entity name
  - Authorized point of contact and contact information
  - Business address(es)
  - U.S. state of incorporation
- Description of Offeror’s organization or business structure including:
  - Organization type (i.e. corporation, joint venture, partnership, sole proprietorship)
  - Company ownership (including fractional ownership)
  - Executive team
  - Number of employees
  - Any substantive changes to the corporate structure within the past five (5) years
- Date established / number of years in business
- Organizational chart



## SECTION V – SCOPE OF WORK

CITY OF PHOENIX

- Description of current overall business operations
- Description of previous experience and number of projects completed (minimum five (5) years) providing software, hardware, maintenance and support, and professional services related to the security badging identity management systems scope of work herein
- Provide a minimum of three (3) references that include:
  - Client / entity name and address
  - Current contact information (name, title, phone number, and email)
  - Brief description of solution provided to customer
  - Proposed project timeline vs. actual project timeline
  - Number of actively managed badge holders at time of implementation

**Tab 3 - Qualifications and Experience of Key Personnel:** Offeror must include an executive summary in narrative form detailing the background, experience, and qualifications as it relates to the key personnel assigned to this Contract. At minimum, the following must be included:

- Names and titles of each key personnel
- Resumes of each key personnel
- Specific title, role, and participation level of each key personnel
- Specific role on at least three (3) previous and current projects similar to scope herein

**Tab 4 - Price Schedule Worksheet (Attachment A)**

- The Price Schedule Worksheet (Attachment A) must be submitted separately from the all other submittal documents.
  - Electronic submittal (email): must be a separate file in a folder separate from the of the other submittal documents.
  - Hard copy submittal (in-person / mailed): must include a hard copy **and** electronic copy (portable drive). Both hard copy and electronic copy must be submitted in a separate, sealed, opaque envelope from the other submittal documents.
- Pricing must clearly describe the following:
  - Implementation (Year 1)
    - Software License Fees
    - Equipment
    - Professional Services
    - Training
    - Other fees
  - Operations & Maintenance (O&M) (Years 2-6)
    - Licensing
    - Maintenance
    - Technical Support
    - Other fees



## SECTION VI – SUBMITTALS

CITY OF PHOENIX

### SECTION VI – SUBMITTALS

**1. OFFER SUBMISSION:** only select from one of the below methods to submit your offer. For both methods, refer to paragraph 12 “Submission of Offer” of Section I – Instructions for detailed instructions. 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 the offer.

#### 1.1 Hard Copy Submittal

**1.1.1** Submit one original, two copies, and one electronic copy (via portable drive).

**1.1.2** Only submit the Submittals Section. **Do not submit a copy of the entire solicitation document.**

#### 1.2 Electronic Submittal

**1.2.1** Must email to [avn.solicitations@phoenix.gov](mailto:avn.solicitations@phoenix.gov) and copy [kyle.brack@phoenix.gov](mailto:kyle.brack@phoenix.gov).

### 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 Method of Approach** (includes Attachment B)

**Tab 2 Qualifications and Experience of Firm**

**Tab 3 Qualifications and Experience of Key Personnel**

**Tab 4 Price Schedule Worksheet** (Attachment A)

**Tab 5 Submittal Section** (in its entirety)

**Tab 6 Signed Addenda**

**Tab 7 Security and Privacy Maturity Questionnaire** (Attachment C)

**Tab 8 Statement of Bonding Ability** (if selected as method of performance guarantee)



SECTION VI – SUBMITTALS

CITY OF PHOENIX

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

4. MINIMUM QUALIFICATIONS: Offerors must meet the minimum qualifications listed in section 16. Minimum Qualifications of Section V – Scope of Work. By checking “Met”, the Offeror certifies that each minimum requirement is fully satisfied. Offerors not completing and/or not meeting the minimum qualifications in full will be deemed non-responsive.

4.1 Offeror must have been in business providing goods and services as listed in this scope of work for a minimum of five (5) continuous years.

MET  NOT MET

List specific company names, dates, and contact information below to demonstrate the Offeror meet this minimum qualification:

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**SECTION VI – SUBMITTALS**

**CITY OF PHOENIX**

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**4.2** Offeror must have a minimum of five (5) years of experience in design, implementation, maintenance, and support of an IDMS.

MET  NOT MET

List specific company names, dates, and contact information below to demonstrate the Offeror meet this minimum qualification:

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**4.3** Offeror must have successfully delivered at least one (1) IDMS project of comparable scope in the past five (5) years at other Cat X airports in the U.S. Experience must include environments where IDMS was integrated with an enterprise-wide Access Control system.

MET  NOT MET

List specific company names, dates, and contact information below to demonstrate the Offeror meet this minimum qualification:

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**4.4** Offeror’s proposed key personnel for this project must demonstrated experience in successfully delivering three (3) IDMS projects of similar scope and magnitude in the past (5) years.



**SECTION VI – SUBMITTALS**

**CITY OF PHOENIX**

MET  NOT MET

List specific company names, dates, and contact information below to demonstrate the Offeror meet this minimum qualification:

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**SECTION VI – SUBMITTALS**

**CITY OF PHOENIX**

**ACCEPTANCE OF OFFER**

The Offer is hereby accepted.

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

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

**CITY OF PHOENIX**

A Municipal Corporation  
Jeffrey Barton, City Manager

\_\_\_\_\_  
Michael D. Hughes  
Deputy Aviation Director  
City of Phoenix Aviation Department

Attest:

\_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 2022  
City Clerk

Approved as to form this 19<sup>th</sup> 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.



SECTION VI – SUBMITTALS

CITY OF PHOENIX

**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 a solicitation.

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)

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

\_\_\_\_\_  
Printed Name and Title  
(Member, Manager, President)

(LLC, Inc., Sole Proprietor) \_\_\_\_\_  
Address \_\_\_\_\_  
City, State and Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Company’s Fax Number \_\_\_\_\_  
Company’s Toll Free # \_\_\_\_\_  
Email Address \_\_\_\_\_



**SECTION VI – SUBMITTALS**

**CITY OF PHOENIX**

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

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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:

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**SECTION VI – SUBMITTALS**

**CITY OF PHOENIX**

6. List any attorney, lobbyist, or consultant retained by any individuals listed in Questions 3, 4, or 5 to assist in the proposal or seeking the resulting contract. If none, indicate N/A.

**7. Disclosure of Conflict of Interest:**

**A. City Code Section 43-34**

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

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

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

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

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



## SECTION VI – SUBMITTALS

CITY OF PHOENIX

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

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

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

### 8. Acknowledgements

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

- I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.
- This "no-contact" provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited



**SECTION VI – SUBMITTALS**

**CITY OF PHOENIX**

contacts provision, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to **disqualification**.

**B. Fraud Prevention and Reporting Policy**

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

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

**OATH**

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

PRINT NAME

TITLE

SIGNATURE

DATE

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

2316208



**EXHIBIT A  
SUPPLEMENTAL TERMS AND CONDITIONS  
TO ALL AIRPORT AGREEMENTS**

**1. Definitions**

**1.1** "Airport" means Phoenix Sky Harbor International Airport, Phoenix Deer Valley Airport, and/or Phoenix Goodyear Airport, according to the context of the contract.

**1.2** "Contract" means all City of Phoenix Aviation Department contracts, subcontracts, agreements, leases, subleases, licenses, permits, concessions, and other documents, however denominated, that grant or convey a right or privilege on an Airport and to which this Exhibit is attached.

**1.3** "Contractor" means all lessees, sublessees, licensees, permittees, consultants, concessionaires and other persons, firms, or corporations exercising a right or privilege on an Airport pursuant to a Contract and includes Contractor's heirs, personal representatives, successors, and assigns.

**1.4** "Premises" means the area of an Airport occupied or used by Contractor pursuant to a Contract.

**2. Federal Aviation Administration (FAA) Grant Assurances**

**2.1 Title VI of the Civil Rights Act of 1964 – Compliance with Nondiscrimination Requirements – 49 U.S.C. § 47123 and FAA Order 1400.11**

During the performance of this Contract, Contractor agrees as follows:

**A. Compliance with Regulations.** Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as provided in Section 7 below), as it may be amended from time to time, which is incorporated herein by reference and made a part of this Contract.

**B. Nondiscrimination.** With regard to the work performed by it under this Contract, Contractor will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate, directly or indirectly, in the discrimination prohibited by the Title VI List of Pertinent Nondiscrimination Acts and Authorities, including employment practices when this Contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.



## SECTION VII – EXHIBITS

CITY OF PHOENIX

**C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of Contractor's obligations under this Contract and the Title VI List of Pertinent Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

**D. Information and Reports.** The Contractor will provide all information and reports required by the Title VI List of Pertinent Nondiscrimination Acts and Authorities, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Phoenix or the FAA to be pertinent to ascertain compliance with the Title VI List of Pertinent Nondiscrimination Acts and Authorities and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to the City of Phoenix or the FAA, as appropriate, and will set forth what efforts Contractor has made to obtain the information.

**E. Sanctions for Noncompliance.** In the event of Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City of Phoenix will impose such Contract sanctions as it or the FAA may determine to be appropriate, including:

(i) Withholding payments to Contractor under this Contract until Contractor complies, and/or

(ii) Cancelling, terminating, or suspending this Contract, in whole or in part.

**F. Covenant Running with the Land.** Contractor for itself and its heirs, personal representatives, successors, and assigns, as a part of the consideration for this Contract, hereby covenants and agrees that, in the event facilities are constructed, maintained, or otherwise operated on the property described in this Contract for a purpose for which a FAA activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Contractor will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities. In the event of a breach of any of the above Nondiscrimination covenants, the City of Phoenix will have the right to terminate this Contract and to enter, re-enter and repossess the





## SECTION VII – EXHIBITS

CITY OF PHOENIX

property and facilities thereon and hold the same as if this Contract had never been made or issued.

**G. Incorporation of Provisions.** Contractor will include the provisions of paragraphs A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Title VI List of Pertinent Nondiscrimination Acts and Authorities, the Regulations, and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the City of Phoenix or the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, Contractor may request the City of Phoenix to enter into any litigation to protect the interests of the City of Phoenix. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

### **2.2 General Civil Rights Provisions – 49 U.S.C. § 47123**

**A. Sponsor Contracts.** Contractor agrees to comply with pertinent statutes, executive orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision binds Contractor and subtier contractors from the bid solicitation period through the completion of this Contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

**B. Sponsor Lease Agreements and Transfer Agreements.** Contractor agrees to comply with pertinent statutes, executive orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be excluded from participating in any activity conducted with or benefiting from federal assistance, including Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990. If Contractor transfers its obligations to another, then the transferee is obligated in the same manner as Contractor. This provision obligates Contractor or its transferee for the period during which the property is owned, used, or possessed by Contractor and the City of Phoenix remains obligated to the FAA. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

### **2.3 Economic Nondiscrimination – 49 U.S.C. § 47107**

In any Contract under which a right or privilege on the Airport is granted to a Contractor to conduct or to engage in any aeronautical activity for furnishing services to the public, Contractor shall:



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**A.** Furnish its services on a reasonable, and not unjustly discriminatory basis to all users of the Airport, and

**B.** Charge reasonable, and not unjustly discriminatory prices for each unit or services, provided that Contractor may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. Non-compliance with this requirement shall be a material breach of this Contract for which the City of Phoenix shall have the right to terminate this Contract and any estate created herewith without liability therefor or, at the election of the City of Phoenix or the United States shall have the right to judicially enforce said requirement.

### **2.4 Disadvantaged Business Enterprise Requirements – 49 C.F.R. Part 26**

**A. Contract Assurance (§ 26.13).** To the extent that this Contract is covered by 49 C.F.R. Part 26, Contractor agrees that this Contract is subject to the requirements of the U.S. Department of Transportation regulations at 49 C.F.R. Part 26. Contractor or its subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City of Phoenix deems appropriate, which may include (i) withholding monthly progress payments, (ii) assessing sanctions, (iii) liquidated damages, and/or (iv) disqualifying Contractor from future bidding as non-responsible. Contractor agrees to include the foregoing statement in any subsequent contract that it enters into and cause those businesses to similarly include the statement in further agreements.

**B. Prompt Payment (§ 26.29).** Contractor agrees to pay each subcontractor under this Contract for satisfactory performance of its contract not later than seven (7) days from the receipt of each payment Contractor receives from City of Phoenix. Contractor agrees further to return retainage payments to each subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of the City of Phoenix. This clause applies to both DBE and non-DBE subcontractors.

### **2.5 Airport Concessions Disadvantaged Business Enterprise Requirements – 49 C.F.R. Part 23**

**Contract Assurance (§ 23.9).** To the extent that this Contract is a concession agreement covered by 49 C.F.R. Part 23, Contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national



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origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 C.F.R. Part 23. Contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 C.F.R. Part 23 that it enters into and cause those businesses to similarly include the statements in further agreements.

### **2.6 Miscellaneous**

**A.** Contractor agrees that it will undertake an affirmative action plan in conformance with 14 C.F.R. Part 152, Subpart E (Nondiscrimination in Airport Aid Program), to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment, contracting, or leasing activities covered in 14 C.F.R. Part 152, Subpart E. Contractor assures that no person will be excluded on such grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Contractor further agrees that it will require its covered suborganizations to provide assurances to Contractor that they similarly will undertake affirmative action programs and that they will require like assurances from their suborganizations as required by 14 C.F.R. Part 152, Subpart E.

**B.** City of Phoenix reserves the right to further develop, improve, repair, and alter the Airport and all roadways, parking areas, terminal facilities, landing areas, and taxiways, as it may reasonably see fit, free from any and all liability to Contractor for loss of business or damages of any nature whatsoever to Contractor occasioned during the making of such improvements, repairs, alterations, and additions.

**C.** The City of Phoenix reserves the right, but is not obligated to Contractor, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Contractor in this regard.

**D.** Contractor acknowledges that this Contract is subordinate to any existing or future agreement between the City of Phoenix and the United States concerning the development, operation, or maintenance of the Airport. If the FAA or its successors require modifications or changes in the Contract as a condition to obtaining funds for improvements at the Airport or as a requirement of any prior grants, Contractor hereby consents to any and all such modifications and changes as may be reasonably required and agrees that it will adopt any such modifications and changes as part of this Contract.

**E.** This Contract is subordinate to the reserved right of the City of Phoenix and its successors and assigns to occupy and use for the benefit of the public the airspace above the Premises for the right of flight for the passage of aircraft. This



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public right of flight includes the right to cause in the airspace any noise inherent in the operation of any aircraft through the airspace or in landing at, taking off from, or operating at an Airport.

**F.** Contractor agrees to comply with the notification and review requirements, as required by 14 C.F.R. Part 77 (Safe, Efficient Use, and Preservation of the Navigable Airspace), if future construction of a structure is planned for the Premises or a planned modification of a structure on the Premises. Contractor shall submit the required FAA Form 7460-1 (Notice of Proposed Construction or Alteration) and provide documentation showing compliance with the federal requirements. After the FAA has completed the aeronautical study, Contractor shall provide to the City of Phoenix the FAA determination letter on proposed construction and any impact to air navigation. Contractor covenants for itself and its successors and assigns that it will not erect or permit the erection of any structure or permit the growth of any tree on the Premises above the mean sea level elevation for (1) Phoenix Sky Harbor International Airport, 1,134 feet, (2) Phoenix Goodyear Airport, 968 feet, and (3) Phoenix Deer Valley Airport, 1,476 feet. As a remedy for the breach of the covenant, the City of Phoenix reserves the right to enter the Premises and remove the offending structure or cut the offending tree at Contractor's expense.

**G.** Contractor, by accepting this Contract, covenants for itself and its successors and assigns, that no use will be made of the Premises that might in any manner interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard to air navigation. As a remedy for the breach of the covenant, the City of Phoenix reserves the right to enter the Premises and abate the interference at Contractor's expense.

**H.** Contractor agrees that nothing in this Contract may be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. § 40103(e) (No exclusive rights at certain facilities).

**I.** This Contract is subordinate to whatever rights the United States now has or in the future may acquire affecting the control, operation, regulation, and taking-over of the Airport or the exclusive or non-exclusive use of the Airport by the United States during a time of war or national emergency.

**J.** If this Contract involves construction, Contractor shall carry out the project in accordance with FAA airport design, construction, and equipment standards and specifications current on the date of project approval.

**K.** Contractor is encouraged to use fuel and energy conservation practices.



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### 3. **Immigration Reform and Control Act of 1986 (IRCA)**

Contractor agrees that IRCA (Public Law 99-603) applies to it. Contractor shall comply with the provisions of IRCA as it applies to its activities under this Contract and to permit the City of Phoenix to inspect its personnel records to verify its compliance.

### 4. **Conflict of Interest**

Contractor agrees that the City of Phoenix may cancel this Contract pursuant to Arizona Revised Statutes (A.R.S.) § 38-511 (Cancellation of political subdivision and state contracts).

### 5. **Legal Worker Requirements**

The City is prohibited by A.R.S. § 41-4401 from awarding an agreement to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A) (Verification of employment eligibility; e-verify program). Therefore, Contractor agrees that:

**A.** 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 § 23-214(A).

**B.** A breach of warranty under paragraph A above shall be deemed a material breach of this Contract and is subject to penalties up to and including termination of the Agreement.

**C.** The City of Phoenix retains the legal right to inspect the papers of Contractor or its subcontractor employees who work on this Contract to ensure that Contractor or its subcontractors are complying with the warranty under paragraph A above.

### 6. **City of Phoenix Equal Employment Opportunity Requirement**

**6.1** If Contractor is by this Contract a supplier to or lessee of the City, then the requirements of the Phoenix City Code, Chapter 18, Article V applies, including the agreement that:

“Any supplier/lessee in performing under this contract 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 supplier and/or lessee shall ensure that applicants are employed, and employees are dealt



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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 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.”

Supplier/lessee further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or subleases of this agreement entered into by supplier/lessee.

If the supplier/lessee employs more than 35 employees, the following language shall be included as the last paragraph to the clause above:

“The supplier/lessee 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.”

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

**6.3 Monitoring.** The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this Section 3 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.

## **7. Title VI List of Pertinent Nondiscrimination Acts and Authorities**



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During the performance of this Contract, Contractor agrees to comply with all federal, state, and local nondiscrimination laws, rules, and regulation, including the following:

- A.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) (prohibits discrimination on the basis of race, color, or national origin).
  
- B.** 49 C.F.R. Part 21 (Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964).
  
- C.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §§ 4601, *et seq.*) (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal aid programs and projects).
  
- D.** Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 701, *et seq.*), as amended (prohibits discrimination on the basis of disability), and 49 C.F.R. Part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance).
  
- E.** The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101, *et seq.*) (prohibits discrimination on the basis of age). Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex).
  
- F.** The Civil Rights Restoration Act of 1987 (Public Law 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973 by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, sub-recipients, and contractors, whether the programs or activities are federally funded or not).
  
- G.** Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*), which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities as implemented by U.S. Department of



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Transportation regulations at 49 C.F.R. Part 37 (Transportation Services for Individual with Disabilities) and Part 38 (Americans with Disabilities Act Accessibility Specification for Transportation Vehicles).

**H.** Executive Order 12898 (Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations), which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

**I.** Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency) and resulting agency guidance and national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100).

**J.** Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, *et seq.*), as amended, which prohibits you from discriminating because of sex in education programs or activities.

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Revised 2/1/19





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EXHIBIT B  
LETTER OF CREDIT FORM

[BANK]  
IRREVOCABLE STANDBY LETTER OF CREDIT  
NO. [REDACTED]

To: City of Phoenix – Beneficiary  
Aviation Department  
Business & Properties Division  
2485 East Buckeye Road  
Phoenix, Arizona 85034-4301  
Attn: Deputy Aviation Director

Applicant: Company Name  
Amount: \$ xxx.xx  
Expiration Date: mm/dd/yyyy

We hereby establish our irrevocable Standby Letter of Credit No. [REDACTED] in your favor available against sight drafts drawn on (name of bank) at the office of the undersigned located at (insert address of bank), accompanied by the following documents:

1. A certificate purportedly signed by Aviation Director, or by any other director of the City of Phoenix Aviation Department, stating one or more of the following:

A. The City of Phoenix is drawing against (name of bank) Standby Letter of Credit No. [REDACTED] as Company Name has failed to perform its obligations under or failed to comply with its Agreement No., or any amendments thereto, or any replacement agreement, and the City requires payment under this Standby Letter of Credit of \$ [REDACTED].

B. The City of Phoenix is drawing against (name of bank) Standby Letter of Credit No. [REDACTED] as Company Name has failed to provide a replacement Standby Letter of Credit prior to sixty (60) days before the expiration date as required by its Agreement No. or any amendments thereto, or any replacement agreement, and the City of Phoenix requires payment under this Standby Letter of Credit of \$ [REDACTED].

C. The City of Phoenix is drawing against (name of bank) Standby Letter of Credit No. [REDACTED] as City of Phoenix has received notice from (name of bank) that the Standby Letter of Credit No. [REDACTED] will not be extended, and the City of Phoenix requires payment under this Standby Letter of Credit of \$ [REDACTED].



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- 2. This original Standby letter of credit for endorsement.

All documents may be forwarded to us by mail, overnight courier, hand delivered to our counters, or via telefacsimile (“fax”). Documents to be directed to our counters at: *[insert address as to counter location]*. Drawing presented to us via fax must be sent to our fax number *[insert – bank’s fax number]* (each such drawing, a “Fax Drawing”) provided, however, that Beneficiary confirm our receipt of any Fax Drawing by telephone to our telephone No. *[insert – bank’s telephone number(s)]*.

If Beneficiary presents an improper drawing, we shall notify you in writing sent by overnight courier or by fax to (602) 273-4083 that the demand was not effected in accordance with the terms and conditions of this Standby Letter of Credit, stating the reasons therefore and that we are holding any demand at your disposal. Upon being notified that the purported demand was not affected in conformity with this Standby Letter of Credit, you may attempt to correct any such nonconforming demand for payment.

Partial drawing and multiple presentations are permitted under this Standby Letter of Credit.

This Standby Letter of Credit will automatically be renewed for a one (1) year period from the Expiration Date set forth above and upon each anniversary of such Expiration Date, unless at least sixty (60) days prior to such expiration, or prior to any anniversary of such expiration, we notify both Beneficiary and Applicant in writing by registered mail or overnight courier that we elect not to renew this Standby Letter of Credit.

We hereby agree that this Standby Letter of Credit shall be duly honored upon presentation and delivery of the certification specified above.

This Standby Letter of Credit is subject to the "International Standby Practices (ISP98)," International Chamber of Commerce Publication No. 590, and, as to matters not governed by ISP98, shall be governed by and construed in accordance with the laws of Arizona, without regard to principles of conflicts of law.

**[Bank]**

By: \_\_\_\_\_  
Authorized Signature



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**EXHIBIT C  
CASH DEPOSIT FOR PERFORMANCE GUARANTEE**

To: City of Phoenix – Beneficiary  
Aviation Department  
Business & Properties Division  
2485 East Buckeye Road  
Phoenix, Arizona 85034-4405  
Attn: Deputy Aviation Director

Tenant: Tenant Full Legal Name \_\_\_\_\_  
Address 1  
Address 2  
City, State, Zip

Date: [Insert Date]

Amount: [Insert Amount]

As required by [Lease Agreement No. TBD – dated ] or [Permit No. \_\_\_\_\_], [Insert Tenant Full Legal Name (\_\_\_\_\_)] is providing a cash deposit to the City of Phoenix (City) as security for the faithful performance by [Insert Tenant Name] to secure payment of all amounts owed by [Insert Tenant Name] to City and its performance of other obligations under the [Lease No. TBD – dated ] or [Permit No. \_\_\_\_\_]. [Insert Tenant Name]'s cash deposit is for the initial amount of (Insert Printed Dollar Amount) (Insert Numerical Dollar Amount), representing six months of payments under its [Lease No. TBD – dated ] or [Permit No. \_\_\_\_\_].

The amount of this performance guarantee established as of the date of the [Lease No. TBD – dated ] or [Permit No. \_\_\_\_\_] may become inadequate during the [Lease No. TBD – dated ] or [Permit No. \_\_\_\_\_] term and [Insert Tenant Name]'s agrees that it will increase the amount as the City may reasonably prescribe from time to time on at least thirty (30) days prior written notice to [Insert Tenant Name]. The City may commingle the performance guarantee with the City's other funds and City shall have no obligation to pay or account to [Insert Tenant Name] for any interest that may be earned on the performance guarantee.



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If [Insert Tenant Name] defaults with respect to any provision of the [Lease No. TBD – dated ] or [Permit No. \_\_\_\_\_], including but not limited to the provisions relating to payment of all amounts owed by [Insert Tenant Name] to City, the City may use, apply or retain all or any part of the performance guarantee for the payment of any amounts owed to the City or any other sum in default, or for the payment of any other amount which the City may spend or become obligated to spend by reason of the [Insert Tenant Name]'s default or to compensate the City for any other loss which the City may suffer by reason of the [Insert Tenant Name]'s default. If any portion of the performance guarantee is so used or applied, [Insert Tenant Name] shall, within ten (10) business days after written demand from the City, deposit with the City cash in an amount sufficient to restore the performance guarantee to its original amount, and [Insert Tenant Name]'s failure to do so shall be a material breach of the [Lease No. TBD – dated ] or [Permit No. \_\_\_\_\_].

If [Insert Tenant Name] fully and faithfully performs every provision of the [Lease No. TBD – dated ] or [Permit No. \_\_\_\_\_] to be performed by it, the performance guarantee or any balance thereof shall be returned to [Insert Tenant Name]'s within a reasonable time after the expiration of the [Lease No. TBD – dated ] or [Permit No. \_\_\_\_\_], provided, however, that the City may retain the performance guarantee until such time as any amount due from [Insert Tenant Name] under the [Lease No. TBD – dated ] or [Permit No. \_\_\_\_\_] has been determined and paid in full.

**AGREED AND ACCEPTED:**

By: \_\_\_\_\_  
[Insert Tenant Full Legal Name]

Title: \_\_\_\_\_  
Print

Name: \_\_\_\_\_  
Print

Date: \_\_\_\_\_



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**EXHIBIT D  
IDENTITY MANAGEMENT PROCESSES – FUTURE STATE**

\*\*\*Found as a separate document on the City's solicitation website\*\*\*



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**EXHIBIT E  
CYBERSECURITY INCIDENT REPORTING**

\*\*\*Found as a separate document on the City's solicitation website\*\*\*