After Hours Dispatch Services
Request for Proposals (RFP)
RFP-63-0025

Schedule

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<th>ACTIVITY (All times are local Phoenix time)</th>
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<td>Issue RFP</td>
<td>February 3, 2017</td>
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<td>Pre-Proposal Meeting at 10:00a.m.</td>
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<td>Submittal of Written Questions by 4:00p.m.</td>
<td>February 17, 2017</td>
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<td>Responses to Written Questions</td>
<td>February 21, 2017</td>
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<td>Proposal Submittal by 2:00p.m.</td>
<td>March 2, 2017</td>
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<td>Short Listing and Proposer Interviews, if applicable</td>
<td>March 23, 2017</td>
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<tr>
<td>Award Recommendation to Phoenix City Council</td>
<td>April 19, 2017</td>
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Submit proposals and requests for alternate formats to:
Melodie Mendivil, Procurement Officer
City of Phoenix
Street Transportation Department
200 W Washington St, 5th Floor
Phoenix, Arizona 85003
Telephone: (602) 262-6682 (7-1-1 Friendly)
melodie.mendivil@phoenix.gov

This RFP does not commit the City to award any agreement.
All dates subject to change.
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1. RFP PROCESS

A. Introduction

The City of Phoenix Street Transportation Department, Management Services Division, invites sealed proposals for **After-Hours Telephone Answering Services** for a two (2) year period with three (3) one-year options to extend commencing on or about July 01, 2017 in accordance with the specifications and provisions contained herein. One (1) vendor will be awarded this agreement.

The City of Phoenix Street Transportation Department provides a variety of transportation services to the public: design and construction of major streets, storm drains, bridges, and bike paths; development of safe, efficient, and convenient traffic systems; maintenance of the public right-of-way to ensure public safety and extend the service life of roadways; and operation, construction, and maintenance of city traffic control devices, street signs and street lighting systems. The Street Transportation Department needs an answering service to answer & dispatch after-hours emergency and non-emergency calls on two separate telephone lines (one line for Traffic Service related calls and one line for Street Maintenance related calls). These calls include such situations as traffic signal outages/malfunctions at intersections, missing signage, debris blocking roadways and/or sidewalks, flooding, and potholes. Services are needed from 2:00 p.m. to 7:00 a.m. Monday through Friday and 24 hours on Saturday, Sunday and holidays.

The Scope of Work is set forth in detail in Exhibit A.

B. Minimum Qualifications

The proposing company must have the following as minimum qualifications:

- Must have the ability manage large amounts of inbound and outbound calls in a timely manner.
- Ability to store and/or archive large quantities of recorded calls.
- Ability to produce weekly, monthly, semi-annual, and annual reports based on client needs.
- Must provide appropriate training to employees prior to the start of service and must maintain an on-going training program to ensure
competent work performance.

- Must submit training documentation for each employee, when sending approval documents.
- Must have the ability to provide translation services for Spanish speaking callers.
- Must have United States-based call center location
- Must have sufficient number of staff to handle emergency responses to minimize hold times.
- Must submit, with this proposal, a written copy of Proposer’s training program for review by the Street Transportation Department, to assure adequate training is provided for all personnel.

In addition, Proposer’s employees must have the following minimum qualifications:

**Manager:**
- Must have a minimum 5 years’ experience managing an answering service / dispatch environment.
- Must have proven experience managing staff who handle high volumes of emergency and non-emergency calls.
- The ability to problem solve discrepancies in a timely manner.
- The ability to multi-task priorities in an organized manner.

**Supervisor:**
- Must have a minimum 3 years’ experience managing an answering service / dispatch environment.
- Must have proven experience supervising staff who handle high volumes of emergency and non-emergency calls.
- The ability to problem solve discrepancies in a timely manner and ability to direct staff to appropriate resources to handle City calls.
- The ability to multi-task priorities in an organized manner.

**Call Representatives / Dispatchers**
- Must have the ability to multitask.
- Must be fluent in the English Language.
- Must have ability to answer handle high volumes of emergency and non-emergency calls.
- Must have ability to type

Each proposer must demonstrate in its proposal that it meets the minimum qualifications or its proposal will be disqualified as non-responsive.
C. Agreement Term and Contractual Relationship

The term of the Agreement will be for a period of 2 years with three one-year extensions.

Proposers are responsible for reading the draft agreement and submitting any questions about it in accordance with the process listed in Section 1(E). By submitting a proposal, each proposer agrees it will be bound by the agreement, which may be modified by the City before it is signed by a recommended proposer.

D. Pre-Proposal Meeting

Proposers are encouraged to attend the pre-proposal meeting at the date and time listed on page 1 in Phoenix City Hall conference room 5 West at 200 W Washington Street, 5th floor, Phoenix. Please register for this meeting by emailing melodie.mendivil@phoenix.gov.

E. Proposer Questions and Notification

Proposers are advised to read this RFP in its entirety. Failure to read and/or understand any portion of this RFP shall not be cause for waiver of any portion of the RFP or subsequent agreement.

All questions about this RFP must be submitted in writing no later than the deadline listed on page 1 to melodie.mendivil@phoenix.gov. All written questions will be responded to in writing and posted at https://www.phoenix.gov/solicitations.

F. Notifications and Registration Requirements

Amendments to this RFP will be in writing. The City shall not be responsible for any oral instructions given by any City employee, consultant, or official regarding RFP instruction, specifications, or documents.

Proposers must be registered in the City’s e-Procurement Self-Registration System at https://www.phoenix.gov/financesite/Pages/EProc-help.aspx in order to receive solicitation notices, respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from a Proposer who has not registered in the City’s e-Procurement system.
2. SCOPE OF WORK

A. Overview

The Street Transportation Department requires an answering service to answer and dispatch emergency and non-emergency calls after hours, weekends, and holidays. These calls include, but are not limited to such situations such as traffic signal outages/malfunctions at intersections, missing signage, debris blocking roadways and/or sidewalks, flooding, and potholes. There are two separate telephone lines and hours needed to support two different City functions.

B. Agreement

See Attachment A – Professional Services Consulting Agreement for detailed scope.

3. PROPOSAL INSTRUCTIONS

A. Delivery of Proposals

Each proposer must submit the following in a sealed package marked with the proposer’s name, proposer’s address, RFP number, and the service for which it is proposing:

6 hard copies with one marked “Original”, and one electronic copy in USB flash drive format.

Proposals must be submitted by the deadline listed on page 1 to the address listed on page 1. Proposals received after the deadline will be disqualified as non-responsive.

B. Form of Proposals

Proposals shall conform to the following format. Proposals that are incomplete; conditional; obscure; or that contain additions not requested, changes or exceptions to material provisions or requirements of this RFP; or irregularities of any kind, are subject to disqualification as non-responsive.
Proposals are limited to 10 double-sided or 20 single-sided, letter-size pages. The pages of each proposal must be numbered. Proposals should be clipped or stapled.

Each proposal must include all of the following:

i. Attachment B – Affidavit

ii. Qualifications & Experience Statement

   a. Each proposer shall provide sufficient documentation, including resumes, to demonstrate that the proposer and its proposed staff meet the minimum qualifications listed in Section 1(B) and are qualified to perform the scope of work (category) for which the proposer is proposing. Each proposer shall also address each bulleted item listed under Section 4(C).

   b. Each proposer shall provide 3 case studies demonstrating its delivery of the scope of work (category) for which the proposer is proposing. Each case study should include:

      1) Client’s name
      2) Contact information (name, telephone number, email and physical addresses)
      3) Description of client’s business
      4) Description of the client’s business need, how the proposer’s proposed staff approached that need, final outcomes and deliverables, and proposed and actual project timelines
      5) Description of how this case study relates to the proposed category

iii. Proposed Approach to Scope of Work

   Each proposer should tailor its proposed approach to the scope of work and evaluation criteria to reflect the City’s programs and demographics.

iv. Attachment C – Solicitation Conflict and Transparency Disclosure Form.

4. PROPOSAL EVALUATION
Proposals will be reviewed by City staff for responsiveness and documentation of minimum qualifications, completeness, and adherence to the RFP requirements. The City reserves the sole right to determine the sufficiency of qualifications and experience of all proposers.

A. Evaluation Panel

If applicable, the City will appoint an evaluation panel to review the proposals and recommend a proposer to be awarded the contract resulting from this RFP. The evaluation panel may interview all of the proposers, a short list of proposers, or may evaluate the proposals solely on the materials submitted by the proposal deadline. In the event a short list process is used, the evaluation panel will use the evaluation criteria established in this RFP to identify the proposers most likely to be successful in the evaluation process. The short-listed proposers may then be scheduled for interviews with the evaluation panel. The evaluation panel will determine a consensus score for each evaluation criterion, which will then be added together to determine a total consensus score for each proposal.

B. Evaluation Criteria

i. Evaluation of Competitive Sealed Proposals. Optional processes may be approved on a case by case basis by the Deputy Finance Director in consultation with the Law Department.

ii. Determining Responsiveness and Responsibility

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

b. Responsiveness: Nonresponsive proposals will not be considered in the evaluation process. The RFP states criteria that determine responsiveness, and the RFP includes terms and conditions that if included or excluded from proposals (as the case may be) will render a proposal nonresponsive.

Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and a Proposal 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 Proposer remove the conditions, exceptions, reservations or understandings. If the Proposer fails to do so in writing, the City may determine the Proposal to be nonresponsive.

c. 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 proposer be a responsible contractor. Responsibility includes the Proposer’s integrity, skill, capacity, experience, and facilities for conducting the work to be performed.

d. The Procurement Officer, in consultation with legal counsel, will review each Proposal to determine if the Proposer is responsible. The City’s determination as to whether an Proposer is responsible will be based on the information furnished by the Proposer, interviews (if any), any information at the City’s request, information in any best and final offer, and information received from Proposer’s references, including information about Proposer’s past history 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 Proposer agrees to permit by submitting its Offer, is made by the City as it deems necessary.

e. A review of responsibility may occur up to contract award.

f. The Proposer’s unreasonable failure to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of nonresponsibility with respect to such Proposer.

C. Evaluation Requirements:

Each Proposal has two parts; a Technical component and a Price (“Cost” or “Pricing”) component. Each Proposal will be evaluated on its technical and cost merits by a panel of reviewers. The Proposal Evaluation Criteria (listed in relative order of importance) are as follows:

Experience and Qualifications 400 points
Method of Approach 350 points
Pricing 150 points
References 100 points

Total available points: 1000

i. Proposer’s Experience and Qualifications.

a. Business History. The Proposer shall provide a history of the business including the date established, the type of ownership or legal structure of the business (sole proprietor, partnership, corporation, etc.), the length of time that the firm has been operating as the legal entity and the length of time the firm has been providing the requested services. Discuss the areas of expertise and resources available both nationally and locally to provide the requested services.

b. Key Personnel. List the proposed key members of staff to be assigned to the City’s contract including their roles and estimated participation in delivering the services. Attach resumes of the Key personnel that will be assigned to these services. Include education and training. Resumes shall state clearly any experience specifically related to the Scope of Work and list any similar work successfully completed. [Limit three (3) pages per resume.]

c. Adverse Actions/Potential Impact. State whether the company is currently involved in any litigation, threatened litigation, investigation, reorganization, receivership, filing, strike, audit, corporate acquisition, unpaid judgments or other action that could have an adverse impact on your ability to provide the required RFP needs. If so, please describe the nature of the item and its potential impact. State whether your firm has been unable to complete a contract, been removed from a contract, or been replaced during a contract period in the past five years. If so, explain what happened and why.

d. Government/Corporate Experience. State your firm’s experience in
providing services to large public entities or large corporate entities. List other government contracts that you have now or have had in the past five years including the City of Phoenix. [Not to exceed 3 pages]

e. **Sample Projects.** Describe sample projects (not to exceed 3) which best illustrate the firm’s qualifications for the scope of the services; identifying any projects accomplished by current staff while conducted under the employment of others. Projects must be of similar complexity completed and demonstrate the proposer’s ability and experience to successfully perform the services. [Not to exceed 5 pages total]

f. **Customer References.** Proposer shall furnish as references a minimum of three (3) references but no more than five [5] from firms or government organizations for which the Proposer is currently furnishing services; or in the past five years has completed services. References from large public entities or large corporate entities are preferred. Please provide for each reference: Name of Company or Government Entity, Name of Reference, Address, Telephone Number and E-mail Address [if available].

g. **Other Relevant Information.** Submit any other information which documents other skills or experience relating to the requirements of this RFP which you believe may be relevant including brochures and descriptions.

ii. **Method of Approach.** Describe the firm’s method of approach to satisfy the requirements of the solicitation. This should be accomplished by covering the Scope of Work requirements. Proposer may utilize a written narrative or other printed technique to demonstrate the ability to satisfy the Scope of Work. Address issues such as:

a. **Milestones.** Provide a list of milestones and proposed deliverables for each milestone. Including but not limited to recruitment, retention,
dispatching, emergency services, reserve staffing, monitoring system.

b. **Work Schedule.** Provide a schedule of work consistent with the requirements of the Scope of Work including dedicated versus shared staff.

c. **Customer Service – Availability.** Provide an estimate of key personnel time on each major step. State the work schedule (days and hours) that the contract representative will be available and the anticipated turnaround time for returning phone calls. State the availability of assigned personnel to perform the work according to the timing/needs of the City. Provide a brief assessment of the current workload and capacity of the Proposer to carry out the Scope of Work.

d. **Customer Service – Office Resources.** State or describe the on-site resources such as office space, conference rooms, clerical support for meeting arrangements as relevant to the services provided.

e. **Sample Reports.** Describe or provide a sample progress report or form.

f. **Technology.** Describe how your firm uses technology in performing services.

g. **Budget Controls.** Describe the fiscal accounting processes and budgetary controls that you will use to ensure the responsible use and management of contract funds and accurate invoicing. State how costs incurred under this project will be appropriately accounted for and only applicable project expenses will be billed to the city of Phoenix. State your fiscal reporting and monitoring capabilities (e.g. spread sheets, automated fiscal reports, quality controls, checks and balances), to ensure contract funds are managed responsibly. Describe the procedures that you will take to ensure that the City
receives satisfactory products and services at low costs, i.e., how will your firm strive to provide the best value at the lowest price.

iii. **Price Proposal.** Proposers shall submit prices. The pricing must be a firm fee. Unless otherwise and specifically provided, the price is all-inclusive and must include all necessary costs, including materials, labor, travel, copying costs, incidentals, equipment, space, taxes, profit, insurance and any other items necessary to effectively conduct and complete the Scope of Work.

**D. Detailed Evaluation of Proposals 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 Proposers’ rankings and which Proposals are within the Competitive Range, when appropriate.

**E. Proposals not within the Competitive Range**

The City may notify Proposers of proposals that the City determined are not in the Competitive Range.

Discussions with Proposers in the Competitive Range:

- **a.** The City will notify each Proposer whose proposal is in the Competitive Range or made the “short list” and provide in writing any questions or requests for clarification to the Proposer. Each Proposer 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 proposal. The proposers in the competitive range may be required to provide a demonstration of their product.

- **b.** Demonstrations – Proposers in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City of Phoenix. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The City may also require a hands-on lab demonstration designed specifically for the evaluation
panel. The results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).

If a proposal in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract or Solicitation 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 Proposer to remove the conditions, exceptions, reservations or understandings. If the Proposer fails to do so, the City may determine the Proposal is nonresponsive, and the City may revoke its determination that the proposal is in the Competitive Range.

c. To the fullest extent permitted by law, the City will not provide any information, financial or otherwise, to any Proposer about other proposals received in response to this RFP. During discussions with Proposers in the Competitive Range, the City will not give Proposers specific prices or specific financial requirements that Proposers must meet to qualify for further consideration. But the City may state that proposed prices are too high with respect to the marketplace or otherwise unacceptable. Proposers will not be told of their relative rankings before Contract award.

5. BEST AND FINAL OFFERS (BAFO)

A. **A BAFO is an option available for negotiations.** Each Proposer in the Competitive Range may be afforded the opportunity to amend its proposal and make one BAFO. The request for BAFOs will include the following:

   i. Notice that discussions/negotiations are concluded.

   ii. Notice that this is the opportunity to submit a written BAFO.

   iii. A common date and time for submission of a BAFO by each Proposer in the Competitive Range, allowing a reasonable opportunity to prepare BAFOs.

   iv. Notice that if any modification to a BAFO is submitted, it must be received by the date and time specified for receipt of BAFOs.
v. Notice to Proposers that do not submit a notice of withdrawal or a BAFO that their immediately previous proposal will be construed as their BAFO.

B. If a Proposer’s BAFO modifies its initial Proposal, the modifications must be identified in the BAFO. The City will evaluate BAFOs based on the same requirements and criteria applicable to initial Proposals. The City will adjust appropriately the initial scores for criteria that have been affected by Proposal modifications made by a BAFO. Based on the criteria defined in the RFP as weighted, the City will then perform final scoring and prepare final rankings.

C. The Evaluation Panel will recommend the proposal that is the best value and most advantageous to the City based on the evaluation criteria. The results of the evaluation and the selection of a Proposer for any award will be documented in the solicitation file.

D. The City reserves the right to make an award to a Proposer whose proposal 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 Proposer, without negotiations, and without soliciting BAFOs.

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

6. GENERAL TERMS AND CONDITIONS OF PROPOSAL

A. Transparency Policy

Commencing on the date and time a solicitation is published, potential or actual proposers or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated Procurement Officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City’s intent to reissue the same or similar solicitation. As long as the solicitation is not discussed, Proposers may
continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff who is not involved in the selection process.

Proposers may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer conducted in person at 251 West Washington, Phoenix, Arizona, 85003, and are posted as open meetings with the City Clerk at least twenty-four (24) hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

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

This policy is intended to create a level playing field for all Proposers, assure that contracts are awarded in public, and protect the integrity of the selection process.

PROPOSERS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED. After official disqualification notice is received, the Proposer may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.

“To discuss” means any contact by the proposer, regardless of whether the City responds to the contact. Proposers that violate this policy shall 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.

B. Equal Employment Opportunity Requirements

The successful proposer must comply with Phoenix City Code, Chapter 18,
C. Award Recommendations

Award recommendations will be posted at [https://www.phoenix.gov/finance/business-opportunities/bid-awards-and-recommendations](https://www.phoenix.gov/finance/business-opportunities/bid-awards-and-recommendations). On the day the City posts the award recommendation, the procurement file for this RFP will be available for proposers and the public to review. The procurement file constitutes all proposals, the RFP and all addenda, advertising documents, agendas, meeting minutes, presentations (if any), signed conflict of interest statements by evaluation panel members, and evaluation panel consensus scoring.

D. Disclosure of Confidential and Proprietary Information

All materials submitted by proposers shall become the property of the City and become a matter of public record available for review pursuant to Arizona law. Each proposer shall mark any information submitted as part of its proposal that the proposer deems confidential or proprietary (collectively Confidential Information).

If the City receives a request to review or disclose such Confidential Information, the City will provide the proposer written notice of the request to allow the proposer the opportunity to obtain a court order to prevent the disclosure or review of such Confidential Information. The proposer must obtain and deliver to the Procurement Officer a court order within the time specified in the City’s written notice. If no court order is issued and received by the Procurement Officer within the time specified, the City may disclose or allow the review of such Confidential Information. If a proposer intends to seek a Court Order to shield its Confidential Information, the protest period will be extended the same number of days to allow for this process.

E. City’s Reservation of Rights

The City reserves the right to take any course of action the City deems appropriate at the City's sole and absolute discretion, which may include:

i. Waiving any defects or informalities in any proposal or proposing procedure;

ii. Accepting or rejecting any or all proposals or any part of any or all proposals;
iii. Canceling the RFP in part or in its entirety;
iv. Reissuing the RFP with or without modification;
v. Negotiating with any qualified proposer;
vi. Extending the deadline for proposals; and/or
vii. Requesting additional information from any or all proposers.

F. City’s Right to Disqualify for Conflict of Interest

The City reserves the right to disqualify any respondent who fails to provide information or data requested herein or who provides materially inaccurate or misleading information or data. The City reserves the right to disqualify any respondent on the basis of any real or apparent conflict of interest that is disclosed by the submittals submitted or any other data available to the City. This disqualification is at the sole discretion of the City. By submission of a submittal hereunder, the respondent waives any right to object now or at any future time, before any body or agency, including but not limited to, the City Council, 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.

Additionally, any respondent or any member or affiliate of a responding team that currently contracts with the City must be in good standing for its submittal to be considered responsive. For the purpose of this RFP, good standing refers to compliance with all contractual provisions, including payment of financial obligations.

G. Preparation Costs

Under no circumstance will the City be responsible for any costs incurred by anyone in: 1) responding to this RFP; 2) in any subsequent follow up to the proposal; or 3) in any subsequent negotiations of a contract.

H. City’s Sole Determination of Responsiveness and Responsibility

Proposals will be reviewed for documentation of minimum qualifications, completeness, and compliance with the RFP requirements. The City reserves the sole right to determine responsiveness and responsibleness, which includes the City’s determination of the proposer’s integrity, skill, capacity, experience, and facilities for conducting the work to be performed.

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

I. **Proposer Certification and Affidavit**

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

   In compliance with A.R.S. §§ 1-501 and -502, the City shall require any successful proposer that submits its proposal as a sole proprietorship or as an individual to complete the Affidavit of Lawful Presence prior to the award of any contract resulting from this process.

J. **Covenant Against Contingent Fees Paid to Proposer**

   By submitting a proposal, the proposer certifies it has not employed or retained any person or company, other than a member of its proposed team or a bona fide employee working solely for the proposer, to solicit or secure the contract described in this RFP, and that no agreement has been made to pay the proposer or any member of its team any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or execution of such contract. For breach or violation of this certification, the City shall have the right to annul any contract entered into with a proposer as result of this RFP without liability, or in its discretion to deduct the contract price or consideration, or otherwise, recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

K. **No Gratuities**

   Proposers shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City nor its advisors for the purposes of influencing this selection. Any attempt to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds for exclusion from the selection process.

7. **PROTEST PROCESS**
Bidder(s)/Proposer(s) may protest the contents of a solicitation before the solicitation deadline when the protest is based on an alleged mistake, impropriety or defect in the solicitation that is apparent. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation, or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City's best interests to set new deadlines, amend the solicitation, cancel or re-bid. Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.

Bidder(s)/Proposer(s) may protest an adverse determination issued by the City, regarding whether the Bidder(s)/Proposer(s) is responsible or its offer or response is responsive, within seven days of the date the Bidder(s)/Proposer(s) was notified of the adverse determination.

Bidder(s)/Proposer(s) may protest an award recommendation if the Bidder(s)/Proposer(s) can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. Staff recommendations to award the contract(s) to a particular Bidder(s)/Proposer(s) shall be posted on the City's website. An unsuccessful Bidder(s)/Proposer(s) may file a protest no later than 7 calendar days after the recommendation is posted on the website.

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

B. Identification of the solicitation number;
C. The name, address and telephone number of the protester;
D. A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
E. The form of relief requested; and
F. The signature of the protester or its authorized representative.

The Procurement Officer will render a written decision within a reasonable period of time after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is completed. All protests and appeals must be submitted in accordance with the Procurement Code (Phoenix City Code, Section 43) and Administrative Regulation 3.10 and any protests or appeals not submitted within the time requirements will not be considered.

8. EXECUTION OF AGREEMENT(S)

The City will send the final agreement to the recommended proposer. Within
30 calendar days from the date the agreement was sent, the recommended proposer must sign and submit the final agreement to the City. If the City does not receive the signed agreement and all other required documentation from the recommended proposer within calendar 30 days, the City may consider not awarding the agreement to the proposer.

Until such time as the City executes an agreement with a recommended proposer, no contractual relationship exists. If the recommended proposer is subject to regulation by the Arizona Corporation Commission (ACC), it must be authorized to transact business in Arizona and be in good standing with the ACC at the time it signs the agreement.
ATTACHMENT A

PROFESSIONAL SERVICES CONSULTING AGREEMENT
BETWEEN THE CITY OF PHOENIX AND
INSERT LEGAL NAME OF CONSULTANT HERE

This AGREEMENT is made and entered into this 1st day of July, 2017 by and between the City of Phoenix, Arizona, a municipal corporation of the State of Arizona (hereinafter referred to as “City”) and insert legal name of Consultant here, insert state of corporation and correct business name – Corporation, LLC, etc that you have confirmed on the Arizona Corporation Commission website, (hereinafter referred to as “Consultant”).

1. TERM OF AGREEMENT

A. This Agreement will commence on July 1, 2017 and the term will be for two years with three one-year extension options.

B. This Agreement will terminate upon the earliest occurrence of any of the following:

i. reaching the end of the term exercised as set forth in 1(A);

ii. completing the services set forth in the Scope of Work attached as Exhibit A (the “Services”);

iii. payment of the maximum compensation under Paragraph 2 of this Agreement; or

iv. termination pursuant to the provisions of this Agreement.

2. PAYMENT

A. The total amount to be remitted by the City to Consultant for all Services satisfactorily performed under this Agreement will not exceed _____ Dollars ($_____) per year including reasonable and necessary travel expenses, if approved in advance by the City and included in the Fee Schedule Exhibit B. Under this Agreement, the City will pay for Services at the rate(s) specified in the Fee Schedule and that comply with the requirements for Reimbursable Expenses as outlined below, with no additional charges for overhead, benefits, local travel or administrative support. Payments will be made in proportion to the Services performed and no more than ninety percent (90%) of the total
contract price will be paid before the work is totally completed and accepted by the City.

**B.** Consultant will submit monthly invoices on or before the _______ of every month. Each monthly invoice will be accompanied with itemized receipts. The monthly invoice will be submitted free of mathematical errors and/or missing supporting documentation. All appropriate documentation will be provided that supports the charges reflected in the monthly invoice. Upon finding of an error and/or missing documentation, the City will return the monthly invoice to the Consultant. Consultant will promptly resubmit the revised monthly invoice to the City. Each revised invoice will document the date that the revised invoice is submitted to the City. Requests for payment must be submitted with documentation of dates and hours worked, hourly rate charged, and a detailed description of the Services performed. Failure of City to identify an error does not waive any of the City’s rights.

Invoices will be submitted to:
Mr. Eric Keel, Sr
City of Phoenix
Street Maintenance Division
200 W Washington Street, 5th Floor
Phoenix, AZ 85003

**C.** Consultant will demonstrate good judgment when incurring costs that are considered a Reimbursable Expense while conducting business for the City. All Reimbursable Expenses will be reasonable and prudent. Generally, Reimbursable Expenses include:

i. **Business Expenses:** *If applicable,* receipts for business expenses must be submitted with all requests for payment. Business expenses that require receipts include, but are not limited to express mail; delivery services; messenger services; and outside printing.

ii. **Office Expenses:** *If applicable,* requests for reimbursement of office expenses must be submitted with a description of the task, which includes how the expense was incurred. Examples of office expenses needing documentation include, but are not limited to telephone; internal printing/copies (not to exceed 0.15 cents per page for black & white copies); postage; facsimiles (long distance charges only); and supplies.
iii. Travel Expenses: If applicable, travel expenses must be approved in advance by the City and must be included in the Fee Schedule. Consultant will be held to comply with City of Phoenix Administrative Regulation 3.41 – Business, Conference and Training Travel and Related Expenses, revised January 16, 2015, as it may be amended, as to the eligible and ineligible expenses for reimbursement and required documentation as available on the City’s website and incorporated herein as if attached.

3. SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS

Consultant will provide consulting services that will be in accordance with the Scope of Work as set forth in Exhibit A, which may be supplemented with additional detail from time to time during the term of the Agreement, and that are satisfactory to the City. In performing these services, Consultant will also specifically comply with the applicable Supplemental Terms and Conditions that are set forth in Exhibit E. Consultant will provide progress reports to the Contract Manager or their designee according to a mutually agreed-upon schedule.

4. SEE EXHIBIT C FOR INDEMNIFICATION AND INSURANCE REQUIREMENTS

5. INDEPENDENT CONTRACTOR STATUS; EMPLOYMENT DISCLAIMER

A. The parties agree that Consultant is providing the Services under this Agreement on a part-time and/or temporary basis and that the relationship created by this Agreement is that of independent contractors. Neither Consultant nor any of Consultant’s agents, employees or helpers will be deemed to be the employee, agent, or servant of the City. The City is only interested in the results obtained under this Agreement; the manner, means and mode of completing the same are under the sole control of Consultant.

B. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in this Agreement. The parties agree that no individual performing under this Agreement on behalf of Consultant will be considered a City employee, and that no rights of City Civil Service, City retirement or City personnel rules will accrue to such individual. Consultant will have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker’s compensation, other employee
benefits, and all taxes and premiums appurtenant thereto concerning such individuals and will save and hold harmless the City with respect thereto.

6. LEGAL WORKER REQUIREMENTS

The City is prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, Consultant agrees that:

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

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

C. The City retains the legal right to inspect the papers of the Consultant or subcontractor employee(s) who work(s) on this Agreement to ensure that Consultant or subcontractor is complying with the warranty under paragraph A.

7. CONFIDENTIALITY AND DATA SECURITY

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

B. Personal identifying information, financial account 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, Consultant must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account 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.

C. In the event that data collected or obtained by the Consultant in connection with this Agreement is believed to have been compromised, Consultant will notify the City Privacy Officer immediately. Consultant agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

D. Consultant agrees that the requirements of this Section will be incorporated into all subcontractor/sub consultant agreements entered into by the Consultant. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

E. The obligations of Consultant under this Section will survive the termination of this Agreement.

8. CONTACTS WITH THIRD PARTIES

Consultant or its subcontractors will not contact third parties to provide any information in connection to the Services provided under this Agreement without the prior written consent of the City. Should Consultant or its subcontractors be contacted by any person requesting information or requiring testimony relative to the Services provided under this Agreement or any other prior or existing Agreement with the City, Consultant or its subcontractors will promptly inform the City giving the particulars of the information sought and will not disclose such information or give such testimony without the written consent of the City or court order. The obligations of Consultant and its subcontractors under this Section will survive the termination of this Agreement.

Consultant agrees that the requirements of this Section will be incorporated into all subcontractor agreements entered into by the Consultant. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

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

10. **AUDIT/RECORDS**

The City reserves the right, at reasonable times, to audit Consultant’s books and records relative to the performance of service under this Agreement. All records pertaining to this Agreement will be kept on a generally accepted accounting basis for a period of FIVE (5) years following termination of the Agreement.

If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

11. **COMPLIANCE WITH LAWS**

Consultant will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs on Consultant, a request for an amendment may be submitted pursuant to this Agreement.

12. **AMENDMENTS**

Whenever an addition, deletion or alteration to the Services described in Exhibit A substantially changes the Scope of Work thereby materially increasing or decreasing the cost of performance, a supplemental agreement must first be approved in writing by the City and Consultant before such addition, deletion or alteration will be performed. Changes to the Services may be made and the compensation to be paid to Consultant may be adjusted by mutual agreement, but in no event may the compensation exceed the amount authorized without further written authorization. It is specifically understood and agreed that no claim for extra work done or materials furnished by Consultant will be allowed except as provided herein, nor will Consultant do any work or furnish any materials not covered by this Agreement unless first authorized in writing. Any work or materials furnished by Consultant without prior written authorization will be at Consultant’s risk, cost and expense, and Consultant agrees to submit no claim for
compensation or reimbursement for additional work done or materials furnished without prior written authorization.

13. NO ORAL ALTERATIONS

No alteration or variation of the terms of this Agreement will be binding on the parties herein unless such alteration or variation is in writing and signed by each of the parties to this Agreement. No oral understanding or agreement not incorporated in this Agreement will be binding on any of the parties herein.

14. NOTICES

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

If to Consultant:

If to City:
Mr. Eric Keel
City of Phoenix Street Transportation
200 W Washington Street, 5th floor
Phoenix, AZ 85003
Phone: 602-495-7817
Email: eric.keel@phoenix.gov

Notice will be deemed received: (1) at the time it is personally served; (2) on the day it is sent via e-mail; (3) on the day it is sent by facsimile transmission; (4) on the second day after its deposit with any commercial air courier or express delivery service; or (5) five business days after the Notice is deposited in the United States mail as above provided. Any time period stated in a Notice will be computed from the time the Notice is deemed received.

Notices sent by e-mail and facsimile transmission will also be sent by regular mail to the recipient at the above address. This requirement for duplicate Notice is not intended to change the effective date of the Notice sent by e-mail or facsimile transmission.
15. INTEGRATION

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

16. GOVERNING LAW; FORUM; VENUE

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

17. FISCAL YEAR CLAUSE

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

18. TERMINATION OR SUSPENSION OF SERVICES

A. City’s Right to Terminate

The City reserves the right to terminate this Agreement without cause, or to abandon the Services, or any part of the Services not then completed, by notifying Consultant in writing. Immediately upon receiving a written notice to terminate or suspend Services, Consultant will:

i. Discontinue advancing the work in progress, or such part that is described in the notice.
ii. Deliver to the City all collected raw data, draft reports, preliminary reports, working papers, estimates and forecasts entirely or partially completed, together with all unused materials supplied by the City.

iii. Appraise the work it has completed and submit its appraisal to the City for evaluation.

iv. Be paid in full the pro rata value for services performed to the date of its receipt of the Notice of Termination, including reimbursement for all reasonable costs and expenses incurred by Consultant in terminating the work, including demobilization of field service. No payment will be made for loss of anticipated profits or unperformed services.

B. Final Payment
The City will make final payment for all Services performed and accepted within sixty (60) days after Consultant has delivered to the City any final progress reports, documentation, materials and evidence of costs and disbursement as required under this Agreement. Any use by the City of preliminary reports, raw data or other incomplete material returned by Consultant will be at the City’s sole risk for such use.

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

19. PROFESSIONAL COMPETENCY

A. Qualifications
Consultant represents that it is familiar with the nature and extent of this Agreement, the Services, and any conditions that may affect its performance under this Agreement. Consultant further represents that it is fully experienced and properly qualified, is in compliance with all applicable license requirements, and is equipped, organized, and financed to perform such Services.
B. **Level of Care and Skill**

Services provided by Consultant will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of Consultant’s profession currently practicing in the same industry under similar conditions. Acceptance or approval by the City of Consultant’s work will in no way relieve Consultant of liability to the City for damages suffered or incurred arising from the failure of Consultant to adhere to the aforesaid standard of professional competence.

20. **SPECIFIC PERFORMANCE**

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

21. **FORCE MAJEURE**

Consultant will not be responsible or liable for, or deemed in breach hereof because of any delay in the performance of its obligations hereunder to the extent caused by circumstances beyond its control, without its fault or negligence, and that could not have been prevented by the exercise of due diligence, including but not limited to fires, natural disasters, riots, wars, unavoidable and unforeseeable site conditions, failure of the City to provide data within the City’s possession or to make necessary decisions or provide necessary comments in connection with any required reports prepared by Consultant in connection with the Services and the unforeseeable inability to obtain necessary site access, authorization, permits, licenses, certifications and approvals (such causes hereafter referred to as “Force Majeure”).

22. **DOCUMENTATION**

A. **Dissemination and Retention**

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

B. Format and Quality
All documents prepared by Consultant will be prepared in a format and at a quality approved by the City.

C. Document Review
Consultant will review all documents provided by the City related to the performance of the Services and will promptly notify the City of any defects or deficiencies discovered in such review.

D. Submittals
Consultant will provide timely and periodic submittals of all documents required of Consultant, including subcontracts, if any, as such become available to the City for review.

23. RELEASE OF INFORMATION – ADVERTISING AND PROMOTION

Consultant will not publish, release, disclose or announce to any member of the public, press, official body, or any other third party: (1) any information concerning this Agreement, the Services, or any part thereof; or (2) any documentation or the contents thereof, without the prior written consent of the City, except as required by law. The name of any site on which Services are performed will not be used in any advertising or other promotional context by Consultant without the prior written consent of the City.

24. CONFLICTS OF INTEREST

A. Consultant acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure this Agreement upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the Phoenix City Council or any employee of the City has any financial interest in the consulting firm. For breach of violation of this warranty, the City will have the right to annul this Agreement without liability, including any such commission, percentage, brokerage or contingent fee.

B. The City reserves the right to disqualify Consultant in the event that the City determines that Consultant has an actual or apparent conflict of
interest with the purposes of this Agreement and the provisions and procedures set forth in Paragraph 23 will apply.

C. Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by Consultant, or any agent or representative of Consultant, to any officer or employee of the City for the purpose of securing this Agreement, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of this Agreement, the City may, by one (1) calendar day written notice to Consultant, terminate the right of Consultant to proceed under this Agreement, provided that the existence of the facts upon which the City made such finding will be an issue and may be litigated in an Arizona court of competent jurisdiction. In the event of such termination, the City will be entitled to the same remedies against Consultant as could be pursued in the event of default by Consultant.

D. This Agreement is subject to the requirements of Arizona Revised Statutes §38-511.

25. PUBLIC RECORDS

Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, the Consultant acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, the Consultant understands that disclosure of some or all of the items subject to this Agreement may be required by law. In the event City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Consultant, the City agrees to provide the Consultant with notice of that request, which shall be deemed given when deposited by the City with the USPS for regular delivery to the address of the Consultant specified in their proposal. Within ten (10) days of City notice by the City, the Consultant will inform the City in writing of any objection by the Consultant to the disclosure of the requested information. Failure by the Consultant to object timely shall be deemed to waive any objection and any remedy against the City for disclosure. In the event the Consultant objects to disclosure within the time specified, the Consultant agrees to handle all aspects related to request, including properly communicating with the requestor and timely responding with information the disclosure of which the Consultant does not object thereto. Furthermore, the Consultant agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action.
and payment of any penalties or judgments. This provision shall survive the
termination of this Agreement.

26. **CLAIMS OR DEMANDS AGAINST THE CITY**

Consultant acknowledges and accepts the provisions of Chapter 18, Section 14 of the Charter of the City of Phoenix, pertaining to claims or demands against the City, including provisions therein for set-off of indebtedness to the City against demands on the City, and Consultant agrees to adhere to the prescribed procedure for presentation of claims and demands. Nothing in Chapter 18, Section 14 of the Charter of the City of Phoenix alters, amends or modifies the supplemental and complementary requirements of the State of Arizona Notice of Claim statutes, Arizona Revised Statutes §§ 12-821 and 12-821.01, pertaining to claims or demands against the City. If for any reason it is determined that the City Charter and state law conflict, then state law will control.

Moreover, nothing in this Agreement will constitute a dispute resolution process, an administrative claims process, or contractual term as used in Arizona Revised Statutes § 12-821.01(C), sufficient to affect the date on which the cause of action accrues within Arizona Revised Statutes § 12-821.01(A) and (B).

27. **WAIVER OF CLAIMS FOR ANTICIPATED PROFITS**

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

28. **CONTINUATION DURING DISPUTES**

A. Consultant agrees as a condition of this Agreement that in the event of any dispute between the parties, provided no Notice of Termination has been given by the City, and if it is feasible under the terms of this Agreement each party will continue to perform the obligations not related to the dispute required of it during the resolution of such dispute, unless enjoined or prohibited by a court of competent jurisdiction.

B. Failure or delay by either party to exercise any right, power or privilege specified in or appurtenant to this Agreement will not be deemed a waiver.

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

30. NO ISRAEL BOYCOTT

By entering into this contract, the Contractor/Consultant certifies that they are not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

IN WITNESS WHEREOF, the parties herein have caused this Agreement to be executed, effective as of the date and time in the first paragraph;

CITY OF PHOENIX, a municipal corporation
ED ZUERCHER, City Manager

By: _____________________________
Name
Title

ATTEST:

____________________________________
City Clerk

APPROVED AS TO FORM:

____________________________________
Acting City Attorney

Use the Arizona Corporation Commission to ensure you have the correct business name, they are registered in Arizona and then pick the correct signature block below. Delete comments in red and contact Law if you have questions.

If your company is a corporation:

Name of company Corporation
a State corporation
By:___________________
   Name
   Title, such as President and CEO

If your company is a Limited Liability with Individual members:

Name of company, LLC,
an State limited liability company

By:____________________________
   Name
   Member

By:____________________________
   Name
   Member

If your company is a Limited Liability with Individual Manager:

Name of company, LLC,
an State limited liability company

By:____________________________
   Name
   Manager

If your company is a Limited Liability with the Member or Manager is a Corporation:

Name of company, LLC,
an State limited liability company
Its Manager (Member)

By:____________________________
   Name
   President

If your company is a Limited Liability with the Member or Manager is a General Partnership:

Name of company, LLC,
an State limited liability company
Its Manager (Member)
By: __________________________

Name
an Arizona general partnership,
Its Manager or Managing General Partner
EXHIBIT A – SCOPE OF WORK

PURPOSE

The Street Transportation Department requires an answering service to answer and dispatch emergency and non-emergency calls after hours, weekends, and holidays. These calls include, but are not limited to such situations such as traffic signal outages/malfunctions at intersections, missing signage, debris blocking roadways and/or sidewalks, flooding, and potholes. There are two separate telephone lines and hours needed to support two different City functions.

Below are hours needed for each section, and a list of City Holidays.

• Traffic Signals Dispatch: 602-262-6021
  o Hours:
    ▪ Friday - 2:00 p.m. to 11:59 p.m.
    ▪ Saturday - 12:00 a.m. to 11:59 p.m.
    ▪ Sunday - 12:00 a.m. to 11:59 p.m.
    ▪ Monday – 12:00 a.m. to 7:00 a.m.
    ▪ City Observed Holidays – 24-hours
  o Types of Calls:
    ▪ Traffic Signal Malfunctions / Outages
    ▪ Cross Walk Signal Problems
    ▪ Blue Stake Utility Locating
  o For Traffic Signals emergency procedures, see Exhibit G

• Street Maintenance Dispatch: 602-262-6441
  o Hours:
    ▪ Monday - Thursday 3:00 p.m. to 7:00 a.m.
    ▪ Friday - 3:00 p.m. to 11:59 p.m.
    ▪ Saturday – 12:00 a.m. to 11:59 p.m.
    ▪ Sunday – 12:00 a.m. to 11:59 p.m.
    ▪ Monday – 12:00 a.m. to 7:00 a.m.
    ▪ City Observed Holidays – 24-hours
  o Types of Calls:
    ▪ Road Signs Missing/Damaged (Stop / Yield, etc.)
    ▪ Potholes / Road Damage
    ▪ Bees / Swarms
    ▪ Debris / Trees in the street
- Flooding
- Sidewalk Damage
- Water Main Breaks / Road Cave-ins

• City Observed Holidays
  New Year's Day
  Martin Luther King, Jr. Day
  President’s Day
  Cesar Chavez Day
  Memorial Day
  Independence Day
  Labor Day
  Veteran’s Day
  Thanksgiving Day
  Day After Thanksgiving
  Christmas Day

CITY’S RESPONSIBILITIES

1. Provide territory/boundary maps with contact names, telephone numbers, and other items to be utilized in the performance of the services.

2. Provide training on the types of emergency calls, collection of critical data from the caller, and dispatch procedures. Training will occur at two on-site facilities in Phoenix. Proposer will be required to attend training on-site at Proposer’s expense.

3. Provide all on-call staff schedules by the 25th of each month for the following month via email to service provider. Any revisions to schedule shall be immediately sent to service provider.

4. Provide calling protocol tree to service provider to allow for streamlined call routing for unanswered or non-response calls / texts to the City.

5. Notify the service provider of any service deficiency in writing and allow the service provider twenty-four (24) hours to cure any deficiency.

6. Provide a Contract Manager. A City employee dedicated to monitoring the performance of the proposer throughout the duration of any ensuing contract.
   a. For purposes of this RFP and the resultant agreement, the Contract manager will be Mr. Eric Keel.
CONTRACTOR’S RESPONSIBILITIES

1. Provide after-hours telephone answering service for two City of Phoenix Street Transportation Department emergency notification phone lines from 2:00 p.m. to 7:00 a.m. Monday through Friday and for 24-hours on Saturday, Sunday and holidays. Must be completely operational effective Friday, June 30, 2017 by 2:00pm.

2. Must have email/text message and telephone dispatching capabilities that are compatible with Microsoft Outlook email system and the Verizon text/voice message system.

3. Due to the nature of Street Maintenance calls, the call information must be dispatched to on-call staff immediately after caller hangs up.

4. Due to the complexity of Traffic Services calls, the provided Emergency Call procedure, as shown in Exhibit G, must be followed at all times.

5. Provide Bilingual coverage in Spanish—at no charge to City of Phoenix.

6. Provide TTY services for deaf and hard-of-hearing callers at no cost to City.

7. Provide 24-Hour coverage—no extra charge for service on holidays.

8. Must have a Disaster Recovery Plan—provide redundant phone & power systems in case of power failures. Service provider must give to City a call protocol tree for backup contact.

9. Must have the capacity to handle a high volume of calls during the City of Phoenix monsoon storm season, generally during the months of late June through mid-September.
   a. Must be staffed sufficiently to handle an intermittent level of call volumes, and capable of meeting the unpredictable needs of the public.

10. Capability of handling emergency calls.
    a. How to distinguish between emergency and non-emergency situations.

11. Provide a dedicated phone line/phone number.

12. All calls must be voice recorded and made available upon request. Must be able to provide call recording based on date and time of call.

13. Provide daily email report of all messages taken/received that day including the number of calls for each line by 8:00 a.m. the following morning to the contact list provided by City at no charge.

14. Provide text messages to on-call personnel at no charge.
15. Provide a report of all calls handled to the City of Phoenix at the end of each contract year (may be different than calendar year) for audit purposes.

16. Operators must be on-site.
   a. No home-based operators
   b. No out-sourced or International call center.

17. Bill only for time used not including hold time.

18. Due to the likelihood of numerous calls on a single situation, implement a process approved by the City to ensure the elimination of dispatching duplicate call information. The City of Phoenix will not be charged for duplicate dispatches.

19. All incoming calls shall be answered within three (3) rings.

20. All calls when placed on hold, must either have hold music and/or commercially recorded information to allow callers to know that line is active and not dropped.

21. All tickets are to be generated by a first level supervisor and be approved by a second level supervisor before being finalized.

22. Contractor and contractor employees shall operate in a professional, business-like and efficient manner, providing the highest level of assistance, service and courtesy to all callers.

**CONTRACTOR’S REPORTING REQUIREMENTS**
Contractor will be required to submit statistical reports on a daily, monthly, and annual basis at no charge to the City. The reports will include, but not be limited to the following:

1. Provide email report of all messages taken/received with the number of calls for each line by 8:00 a.m. daily. Report needs to identify:
   a. call received time
   b. call answered time
   c. call hold time.

2. Provide a monthly report with invoice to be submitted as backup documentation to the monthly invoice. Report will be split between the two dedicated telephone numbers. The report will include the number of calls and minutes used.

3. By July 10th of each year, provide a report of all calls
received/handled during that year. This report will include number of calls and minutes used, hold times, and disconnects. The report will be provided for audit purposes.

**PHASE OUT (applicable for incumbent)**

1. Contractor recognizes that the services provided by the Agreement are vital to the City’s overall operations; that continuity thereof must be maintained at a consistently high level without interruption; that upon expiration of the Agreement a successor may continue these services; that its successor Contractor shall need phase-in training; and that Contractor must cooperate in order to effect an orderly and efficient transition.

2. Accordingly, Contractor shall be required to provide phase-out services for up to 30 days prior to Agreement expiration to its successor at no extra charge to City. Phase-out orientation shall comprise a maximum of 30 working days, 8 hours per day. Orientation may include system operations procedures, record keeping, reports, etc.

3. Contractor shall be totally responsible for providing the services called for by the Agreement during its phase-put period. Contractor agrees to cooperate with its successor Contractor in allowing as many personnel as practical to remain on the job in order to enhance the continuity and consistency of the services in the Agreement. Contractor agrees to disclose necessary personnel records and allow its successor to conduct on-site interviews with its employees provided Contractor obtains the consent of said employees to disclose their records and to conduct such interviews and provided such disclosure and interviews are conducted in accordance with applicable laws, statues, rules, regulations, and ordinances which have been passed, enacted or promulgated by any governmental body having jurisdiction over such matters.
EXHIBIT B – FEE SCHEDULE

Fee Schedule
EXHIBIT C – INDEMNIFICATION & INSURANCE REQUIREMENTS

INDEMNIFICATION:
Contractor shall indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents and employ

INSURANCE REQUIREMENTS:
Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

1. Minimum Scope and Limits Of Insurance:
Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.
Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage and broad form contractual liability coverage.

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

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

Worker’s Compensation and Employers’ Liability
Contractor shall provide Workers’ Compensation Statutory Employers' Liability

Each Accident $ 100,000
Disease – Each Employee $ 100,000
Disease – Policy Limit $ 500,000

Policy shall contain a waiver of subrogation against the City of Phoenix.

This requirement shall not apply when a contractor or subcontractor is exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

Professional Liability (Errors and Omissions Liability)
Contractor’s policy shall cover professional misconduct or lack of ordinary skill in performing the services defined in the Scope of Services of this Contract.

Each Claim $2,000,000
Annual Aggregate $2,000,000

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

2. Additional Insurance Requirements:
The policies shall include, or be endorsed to include, the following provisions:

On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

3. Notice of Cancellation:

NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered to City of Phoenix Street Transportation Department, 200 West Washington, 5th Floor, Phoenix, Arizona 85003, Attn: Management Services Division.

4. Acceptability of Insurers:

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

5. Verification of Coverage:

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

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

All certificates required by this Contract shall be sent directly to the City’s insurance certificate tracking service, or to the City of Phoenix Street Transportation Department, 200 West Washington, 5th Floor, Phoenix,
Arizona 85003, Attn: Management Services Division. The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

6. Subcontractors:

Contractors’ certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above for losses arising from the work performed by the Contractor for the City.
EXHIBIT D – CONSULTANT’S INSURANCE CERTIFICATE

Consultant’s Insurance Certificate
EXHIBIT E – SUPPLEMENTAL TERMS

1. NON-ASSIGNABILITY

A. This Agreement is in the nature of a personal services agreement and Consultant shall have no power to assign its rights and obligations under this Agreement without the prior written consent of the City. Any attempt to assign without such prior written consent shall be void.

B. An essential consideration provided to the City by Consultant to induce the City to enter into the Agreement is Consultant’s representation that the individual(s) performing services shall include Consultant’s principals, _________________ and _________________. Therefore, should any of the above named individuals sever their relationship with the Consultant, or otherwise be unavailable to carry out Consultant’s duties under this Agreement for an extended period of time, which period shall be determined at the sole discretion of the City, then the City, without notice, may immediately terminate this Agreement for cause.

2. TITLE

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

All documents, together with all unused materials supplied by the City, are to be delivered to the City upon termination of this Agreement before the final payment is made to Consultant.
3. EQUAL EMPLOYMENT OPPORTUNITY AND EQUAL PAY

A. In order to do business with the City, Consultant must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Consultant will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

For a Consultant with 35 employees or less:

B. Any Consultant in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Consultant 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 Consultant further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Consultant further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or subleases of this agreement entered into by any supplier/lessee.

----------------------OR ---------------------

For a Consultant with more than 35 employees:

B. Any contractor/consultant 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/consultant shall 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/consultant 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.

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

D. 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.

4. LAWFUL PRESENCE REQUIREMENT

Pursuant to A.R.S. §§ 1-501 and 1-502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a 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. This requirement does not apply to business organizations such as corporations, partnerships or limited liability companies.

5. CONTRACTOR AND SUBCONTRACTOR WORKER BACKGROUND SCREENING.

(A.) Contract Worker Background Screening. Contractor agrees that all contract workers and subcontractors (collectively “Contract Worker(s)”) that Contractor furnishes to the City pursuant to this Agreement shall be subject to background and security checks and screening (collectively “Background Screening”) at Contractor’s sole cost and expense as set forth in this Section. The Background Screening provided by Contractor shall comply with all applicable laws, rules and regulations. Contractor further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. 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 Agreement or Contractor’s failure to comply with this Section. Therefore, in addition to
the specific measures set forth below, Contractor and its Contract Workers shall take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this Agreement. The City may, in its sole discretion, accept or reject any or all of the Contract Workers proposed by Contractor to perform work under this Agreement as well those Contract Workers actually providing services during the term of this Agreement.

(B.) Background Screening Requirements and Criteria. Because of the varied types of services performed, the City has established three levels of risk and associated Background Screening. The risk level and Background Screening required for this Agreement is Minimum.

a. Minimum Risk and Background Screening (“Minimum Risk”).

A minimum risk Background Screening shall be performed when the Contract Worker: (i) will not have direct access to City facilities or information systems; or (ii) will not work with vulnerable adults or children; or (iii) when access to City facilities is escorted by City workers. The Background Screening for minimum risk shall consist of the screening required by Arizona Revised Statutes §§ 41-4401 and following to verify legal Arizona worker status.


A standard risk Background Screening shall be performed when the Contract Worker’s work assignment will: (i) require a badge or key for access to City facilities; or (ii) allow any access to sensitive, confidential records, personal identifying information or restricted City information; or (iii) allow unescorted access to City facilities during normal and non-business hours. The Background Screening for this standard risk level shall include the Background Screening required for the Minimum Risk level and a background check for real identity/legal name, and shall include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contract Worker has lived at any time in the preceding seven (7) years from the Contract Worker’s proposed date of hire.

c. Maximum Risk and Background Screening (“Maximum Risk”).

A maximum risk Background Screening shall be performed when the Contract Worker’s work assignment will: (i) have any contact with vulnerable people such as children, youth, elderly, or individuals with disabilities; or (ii) have any responsibility for the receipt or payment of City
funds or control of inventories, assets, or records that are at risk of misappropriation; or (iii) have unescorted access to City data centers, money rooms, or high-value equipment rooms; or (iv) have access to private residences; or (v) have access to Homeland Defense Bureau identified critical infrastructure sites/facilities. The Background Screening for this maximum risk level shall include the Background Screening required for the Standard Risk level, plus a sexual offender search, a credit check, and driving record search for the preceding seven (7) years from the Contract Worker’s proposed date of hire. Contract Workers who work directly with children or vulnerable adults are also subject to fingerprint verification through the Arizona Department of Public Safety as mandated by Phoenix City Code, § 2-27.

(C.) Contractor Certification; City Approval of Maximum Risk Background Screening. By executing this Agreement, 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. Also, by executing this Agreement, Contractor further certifies and warrants that Contractor has satisfied all such Background Screening requirements for the Minimum Risk and Standard Risk Background Screenings as required. The subject Contract Worker shall not apply for the appropriate City of Phoenix identification and access badge or keys until Contractor has received the City’s written acceptance of the subject Contract Worker’s Maximum Risk Background Screening. A Contract Worker rejected for work at a Maximum Risk level under this Agreement shall not be proposed to perform work under other City contracts or engagements without City’s prior written approval.

(D.) 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 Agreement including, but not limited to, supervision and oversight services.

(E.) Materiality of Background Screening Requirements; Indemnity. The Background Screening requirements of this Section are material to City’s entry into this Agreement and any breach of this Section by Contractor shall be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in Exhibit C of this Agreement, Contractor shall defend, indemnify and hold harmless the City for any and all Claims (as defined in Exhibit C) arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by
Contractor or the City for failure to satisfy this Section.

(F.) Continuing Duty; Audit. Contractor’s obligations and requirements that Contractor Workers satisfy this Background Screening Section shall continue throughout the entire term of this Agreement. Contractor shall notify the City immediately of any change to a Maximum Risk 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 Section pursuant to Section 10.

**STATE AND LOCAL TRANSACTION PRIVILEGE TAXES**

*State and Local Transaction Privilege Taxes.* In accordance with applicable state and local law, transaction privilege taxes may be applicable to this transaction. The state and local transaction privilege (sales) tax burden is on the person who is conducting business in Arizona and the City of Phoenix. The legal liability to remit the tax is on the person conducting business in Arizona. Any failure by the Contractor to collect applicable taxes from the City shall not relieve the Contractor from its obligation to remit taxes.

It is the responsibility of the prospective 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 bid. You may also find information at [https://www.phoenix.gov/finance/plt](https://www.phoenix.gov/finance/plt) or [https://www.azdor.gov/Business.aspx](https://www.azdor.gov/Business.aspx). Once your bid is submitted, the Offer is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability.

If the City finds over payment of a project due to tax consideration that was not due, the Contractor will be liable to the City for that amount, and by contracting with the City agrees to remit any overpayments back to the City for miscalculations on taxes included in a bid price.

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

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

Modified: 09/2016 (jmk)
EXHIBIT F – LIQUIDATED DAMAGES

Proposer and City agree that the After Hour answering services should be provided in an effective and efficient manner to ensure the emergency and non-emergency dispatch services provided to the public are satisfactory and the best use of public funds is achieved. To accomplish this, City has established performance standards and requirements, which must be met by Proposer. Proposer agrees that in the event the requirements of the Agreement are not met, City may assess liquidated damages for non-compliance. The amount of any such liquidated damages assessed will be deducted from payments otherwise due to Proposer. The parties agree that the amount of actual damages resulting from Proposer’s non-compliance may be difficult to ascertain and both parties agree that the liquidated damages assessed are reasonable and are not a penalty. Nothing herein shall limit or affect City's rights of termination.

A. Concept: Failure to comply with the requirements of the Agreement may result non-compliance. When this occurs Proposer will receive written notice of the details of non-compliance via telephone or email. Proposer will have twenty-four (24) hours in which to correct the unsatisfactory condition (or initiate action) to have the unsatisfactory condition corrected. In the event the unsatisfactory condition is not corrected (or action initiated where appropriate), then liquidated damages will be applied. The twenty-four (24) hour notice period shall begin when written notice is delivered to Proposer's appropriate employee. The applicable liquidated damages will be applied at the discretion of the City.

B. Inspection Rights: City reserves the right to inspect policies, procedures, and personnel performance, for compliance with any requirement of the Agreement an unlimited number of times and assign multiple liquidated damages assessments for non-compliance if not corrected as stipulated herein. Such liquidated damage assessments to accrue for each twenty-four (24) hour period if the condition continues to exist.

C. Correctable Conditions: Correctable Conditions and the applicable liquidated damages amount includes but are not limited to the following:

Insufficient number of employees to answer and dispatch calls according to Scope of Work $100/day
Allowing an employee who has not completed training to work without supervision. $50/day

Lack of familiarity with provided City of Phoenix protocols for answering and dispatching calls received. $25/per occurrence

Failure to provide monthly work schedule of City specific account staff $300.00/per occurrence.

Failure to provide daily report to the City by 8:00am the following morning (AZ Time) for calls handled per phone line. $100.00/per occurrence.

Failure to notify City of any Blue Stake request calls within 15 minutes of calls received. $500.00/per occurrence.

Placing any call received per line on hold 3 minutes or longer once picked up by live technician or automated system. $15/per incident

D. Repeat Conditions: Upon the third and additional instance of any repeat condition, in a ninety (90) day period, liquidated damages will be assessed at the time of notice to Proposer without the benefit of the cancellation of the liquidated damages assessment for correction of the condition within the 24-hour period allowed for correction.

If Proposer fails to provide required coverage on any shift, Proposer shall not be entitled to any compensation for such coverage at the then prevailing hourly rate for each customer service representative for each hour, or portion of an hour, that such absence continues. Proposer shall have deducted from its invoice(s) and retained by City an amount equal to the number of hours not covered, per hourly rate per customer service rep every hour for so long as the shift(s) shall remain uncovered.

The City shall determine hours missed by the Proposer by the following methods:
(1) City shall conduct ‘secret shopper’ phone calls to ensure if phone is answered in a timely manner. (2) City shall monitor Daily Activity Reports
EXHIBIT G – TRAFFIC SERVICES EMERGENCY CALL PROCEDURE

Reporting Traffic Services Emergency Calls
Procedures for the City of Phoenix Traffic Signal Shop

Only emergency calls listed below are valid calls. An emergency call is defined as having the potential of contributing to a vehicle crash and/or injury to a citizen. The following is a list of emergency situations which would require a response. **If a call is not on this list, please do not call the standby technician.**

- Traffic signal lights at intersection are flashing.
  - Is there a police officer at the intersection?
    - Yes: Dispatch the technician.
    - No: Call for one at 602-262-6151 before dispatching the technician.

- Traffic signals at intersection are stuck/not cycling/not sensing vehicles.
  - Which direction were you traveling?
  - Is there a police officer at the intersection?
    - Yes: Dispatch the technician.
    - No: Call for one at 602-262-6151 before dispatching the technician.

- Traffic signals at intersection are all out/all dark unless APS or SRP verify an outage in that area.
  - Call power company that corresponds to the appropriate intersection to determine if it is a power outage: **APS 602-371-6036 / SRP 602-236-2234**
  - If it is a power outage, do not contact the technician
  - If it is NOT a power outage, dispatch the technician.
  - Must notify the Police Department at 602-262-6151.

- Vehicle, contractor or storm damage – equipment (pole, cabinet, signal heads) has been hit/damaged.
  - Are the traffic signals at the intersection functioning?
  - Is there a police officer at the intersection?
  - Verify that this is a traffic signal light, not a street light. People sometimes confuse these two types of poles. If it is a street light, tell the caller that this is not an emergency, and we will repair it during normal business hours (unless the light is loose and about to fall from the pole).

- Vehicle or pedestrian signal head is turned/facing wrong direction. This is referred to as a conflict.
- Notify the Police Department 602-262-6151 before dispatching the technician.

- Don’t Walk/red hand indication(s) is reported to be out.

- Red traffic signal out unless verified that two other red indications are operational for that direction, one of those being an overhead signal.
  - Is one overhead red indication working?
    - No: Dispatch the technician.
    - Yes: Is there another red indication working?
      - No: Dispatch the technician.
      - Yes: Don’t dispatch the technician.

- Reported malfunction with no clear explanation of problem, i.e. two different colors on at the same time on the same signal head
  - Notify the Police Department at 602-262-6151 before dispatching the technician.

- Emergency Locates
  (Blue Stake Utility Locating)
  - What type of emergency (i.e. water leak, gas leak, exposed power line)?
  - Is there a crew on site?
    - Yes: Dispatch the technician.
    - No: Will a crew be on site today?
      - Yes: Dispatch the technician.
      - No: This is not a true emergency. We will respond during normal business hours.

The operator will forward every emergency request listed above (*with the exception of a power outage verified by a power company. Is this instance, a police officer should be called instead). It is the standby technician’s responsibility to determine if the request is valid or if follow-up calls need to be made to utility companies, etc. If there is doubt about whether a call should be dispatched, call the standby tech.

Response time will be as soon as possible, but on site at the intersection no later than 2 hours after receiving the initial call.

**Tech Standby**

**Primary**

602-616-4234

Call log is to be emailed to the Traffic Signal Shop every Monday morning by 7:00 a.m.
Attachment B

AFFIDAVIT

Assurances
The undersigned proposer hereby submits to the City of Phoenix (City) the enclosed proposal based upon all terms and conditions set forth in the City’s Request for Proposals (RFP) and referenced materials. Proposer further specifically agrees hereby to provide services in the manner set forth in the proposal submitted by the proposer.

The undersigned proposer acknowledges and states, under penalty of perjury, as follows:

1. The City is relying on proposer’s submitted information and the representation that proposer has the capability to successfully undertake and complete the responsibilities and obligations submitted in its proposal and in the resulting contract.

2. The City has the right to make any further inquiry it deems appropriate to substantiate or supplement information supplied by proposer.

3. Proposer has read and fully understands all the provisions and conditions set forth in the RFP documents, upon which its proposal is based.

4. The forms and information requested in the RFP are complete and made part of the proposal. The City is not responsible for any proposer errors or omissions.

5. This proposal may be withdrawn by requesting such withdrawal in writing at any time prior to the proposal deadline but may not be withdrawn after such date and time.

6. The City reserves the right to reject any and all proposals and to accept the proposal that, in its judgment, will provide the best quality development to the City.

7. This proposal is valid for a minimum of 120 days after the RFP proposal deadline.

8. All costs incurred by proposer in connection with this proposal shall be borne solely by proposer. Under no circumstances shall the City be responsible for any costs associated with proposer’s proposal or the RFP process.
9. Proposer has not in any manner, directly or indirectly, conspired with any person or party to unfairly compete or compromise the competitive nature of the RFP process.

10. The contents of this proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

11. To the best of the proposer’s knowledge, the information provided in its proposal is true and correct and neither the undersigned proposer nor any partner, corporate officer or managing employee have ever been convicted of a felony or a crime involving moral turpitude.

References
Proposer shall furnish the names and contact information for 3 clients for whom the proposer is furnishing or has furnished services similar to those described in this RFP. Do not list City of Phoenix employees or officials as references.

1. Company and Reference Name: ________________________________

            ______________________

   Telephone and E-Mail: ________________________________

            ______________________

2. Company and Reference Name: ________________________________

            ______________________

   Telephone and E-Mail: ________________________________

            ______________________

3. Company and Reference Name: ________________________________

            ______________________

   Telephone and E-Mail:
Signature(s)

Proposer’s Contracting Entity (Legal Name¹): ____________________________

¹ The successful proposer must be authorized to transact business in Arizona and be in good standing prior to contract award.

Printed Name of Authorized Representative*: ____________________________

Title:  

Business Mailing Address: ____________________________

Telephone and Email Address: ____________________________

Signature:

*Proposal must be signed by an individual authorized to contractually bind the proposer.

Name of Joint Venture Partner (if applicable): ____________________________

Printed Name of Authorized Representative*: ____________________________

Title:  

Business Mailing Address: ____________________________

Telephone and Email Address: ____________________________

Signature:

*Proposal must be signed by an individual authorized to contractually bind the joint venture partner.

NOTARIZED

Signed and sworn before me this ____, day of _____________________, ______

Notary Signature: Affix Seal:
My Commission Expires:
### Attachment C

**SOLICITATION CONFLICT AND TRANSPARENCY DISCLOSURE FORM**

All questions must be answered or your bid or proposal will be non-responsive.

<table>
<thead>
<tr>
<th>1. Name of person submitting this disclosure form.</th>
</tr>
</thead>
<tbody>
<tr>
<td>First: _____ M.I. _____ Last: _____ Suffix: _____</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Contract information.</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Solicitation # or Name: _____</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Name of individual(s) or entity(ies) seeking a contract with the City (i.e. parties to the contract).</th>
</tr>
</thead>
<tbody>
<tr>
<td>_____</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. List any individual(s) or entity(ies) that is a partner, parent, joint venture, or subsidiary entity(ies) of the individual or entity listed in Question 3.</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Not applicable. Contracting party(ies) does not have partner, parent, joint venture, or subsidiary entities.</td>
</tr>
<tr>
<td>☐ Names of partner, parent, joint venture or subsidiary entities, and all board members, executive committee members, and officers of each entity:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. List any individuals or entities that will be subcontractors on this contract.</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Not applicable. No subcontracts will be retained for this contract.</td>
</tr>
<tr>
<td>☐ Subcontractors may be retained, but have not been selected at the time of this submission.</td>
</tr>
<tr>
<td>☐ List of subcontracts, including the name of the owner(s), and business name:</td>
</tr>
</tbody>
</table>
6. List any attorneys, lobbyist, or consultants retained by any individuals listed in Question 3, 4, or 5 to assist in seeking this contract.

- [ ] Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
- [ ] List of attorneys, lobbyist, or consultants retained to assist in seeking this contract:

7. Disclosure of conflict of interest.

Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under **Section 43-34** of the City Code or A.R.S. 38-501 et. seq.?
- [ ] I am not aware of any conflict(s) of interest under Section 43-34 of the City Code.
- [ ] I am aware of the following conflict(s) of interest:

---

**Notice Regarding Prohibited Interest in Contracts.**

Please be aware, State Law and the City's Charter and Code prohibits public officers or employees as well as their close relatives and any businesses they or their relatives own from (1) representing any person or business for compensation or (2) doing business with the City by any means than through a formal procurement; or (3) doing business with the City without disclosing the interest. The prohibition extends to subcontracts on City contracts, and would also apply to parent, subsidiary or partner businesses owned by the member of the board or commission and their family. A.R.S. Section 38-501 et. seq., for more information (City Charter, Chapter 11, Section 1 applies the state law for conflict of interest to city employees).

Please note that any contract in place at the time the applicant becomes a City officer may remain in effect, but cannot be amended, extended, modified, or changed in any manner during the officer’s City service.
Acknowledgements

a. Solicitation Transparency Policy – No Contact with City Officials or Staff During Contract 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 Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contact provision shall conclude when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision set out in Section 43-34 & 43-36 of the City Code by respondents, or their agents, may lead to disqualification.

Oath

☐ I swear or affirm that the statements contained in this Form, including any attachments, to the best of my knowledge are true, correct, and complete.

Name: _____  Title: _____

Company Name or DBA: _____  Date: _____

Modified: 01/2016 (jmk)