City of Phoenix

REQUEST FOR PROPOSAL - GOODS AND SERVICES
RFP-25-0704
TIME AND LABOR MANAGEMENT SYSTEM SOLUTION

CITY OF PHOENIX

FINANCE CENTRAL PROCUREMENT

251 W WASHINGTON ST

PHOENIX, AZ

85003

RELEASE DATE: July 7, 2025

DEADLINE FOR QUESTIONS: August 1, 2025

RESPONSE DEADLINE: September 3, 2025, 2:00 pm

City of Phoenix
REQUEST FOR PROPOSAL - GOODS AND SERVICES
RFP-25-0704
Time and Labor Management System Solution

Attachments:

A - Exhibit A - Functional Requirements Matrix

E - RFP-25-0704 Time and Labor Pricing Proposal

F - Acceptance of Offer Form 2025

G - Supplemental Terms And Conditions To All Airport Agreements (Rev._5-22-24)

1. Introduction

1.1. Contact Information

<div align="center">

Ben Arballo

Finance Central Procurement

Email: benjamin.arballo@phoenix.gov

Phone: (602) 262-4857

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1.2. Schedule of Events

The City reserves the right to change dates, times, and locations, as necessary. The City does not always hold a Pre-Offer Conference or Site Visit. All times in the Schedule of Events are Local Phoenix, AZ Time.

To request a reasonable accommodation or alternative format for any public meeting, please contact the Procurement Officer (Ben Arballo) at (602) 262-4857/Voice or 711/TTY, or benjamin.arballo@phoenix.gov, no later than two (2) weeks prior to the meeting.

Solicitation Issue Date:	July 7, 2025

Pre-Offer Conference (Non-Mandatory):	July 17, 2025, 10:30am Join from the meeting link https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=mf36505cc3a619191d75b1d936d0bc2da Join by meeting number Meeting number (access code): 2336 856 4137 Meeting password: HNyJDs9cD29 Tap to join from a mobile device (attendees only) +1-415-655-0001,,23368564137## US Toll Join by phone +1-415-655-0001 US Toll Global call-in numbers Join from a video system or application Dial 23368564137@cityofphoenix.webex.com You can also dial 173.243.2.68 and enter your meeting number.
Written Inquiries Due Date:	August 1, 2025, 2:00pm
Offer Due Date:	September 3, 2025, 2:00pm

2. Instructions

2.1. City's Vendor Self-Registration and Notification

Vendors must be registered in the City's OpenGov Procurement Portal at https://procurement.opengov.com/portal/phoenix to respond to solicitations and access procurement information.

Vendors must also be registered in the City's procurePHX Self-Registration System at https://www.phoenix.gov/procure prior to contract execution.

The City may, at its sole discretion, reject any offer from an Offeror who has not registered.

2.2. Preparation of Offer

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

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

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

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

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

B. Study and carefully correlate Offeror's knowledge and observations with the solicitation and other related data.

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

D. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.

E. Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers

offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.

F. Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.

G. Prices will be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.

2.3. Fixed Offer Price Period

All offers shall be firm and fixed for a period of 290 calendar days from the solicitation opening date.

2.4. Obtaining a Copy of the Solicitation and Addenda

Interested Offerors may download the complete solicitation and addenda from Solicitation's Public Page: https://procurement.opengov.com/portal/phoenix/projects/161204. Any interested Offerors without internet access may obtain this solicitation by calling the Procurement Officer or picking up a copy during regular business hours at the City of Phoenix, Finance Department, Central Procurement Division, 251 W Washington Street, 8th Floor, Phoenix, AZ. It is the Offeror's responsibility to check the website, read the entire solicitation, and verify all required information is submitted with their Offer.

2.5. Exceptions

The Offeror is expected to comply with all terms, conditions, and material requirements of this solicitation. While the City discourages exceptions, any exceptions included in an Offer must be clearly identified in a separate section of the Offer, with specific reference to the solicitation terms being excepted, and a detailed explanation of the nature and rationale for the exception. An Offer that includes exceptions may be deemed non-responsive and rejected at the City's sole discretion. The City reserves the right, at its sole discretion, to reject any Offer containing exceptions or to accept or negotiate specific exceptions as deemed in the City's best interest. Any exception not expressly accepted by the City in a written statement executed by the Procurement Officer shall be without force or effect in any resulting contract. Preprinted or standard terms provided by an Offeror shall not be considered part of any resulting contract unless explicitly accepted in writing by the City.

2.6. Inquiries

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

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

The Procurement Officer will answer written inquiries in an addendum and publish any addenda on the City's OpenGov Procurement Portal.

2.7. Addenda

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

2.8. Business in Arizona

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

2.9. Licenses

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

2.10. Certifications

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

- The submission of the Offer did not involve collusion or other anti-competitive practices.

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

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

2.11. Submission of Offer

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

Offers should be submitted electronically via the City's e-Procurement Portal by clicking on "Draft Response" via https://procurement.opengov.com/portal/phoenix/projects/161204. Offerors that are unable to submit electronically should contact the Procurement Officer to discuss the logistics of hard copy submittals. Offerors must be registered with OpenGov by signing up

via https://procurement.opengov.com/signup. Vendor training guides can be found at: https://opengov.my.site.com/support/s/article/ca6d1285-1e48-4a21-bb0d-715edb7794ed

Any original documents (such as bonds, guaranties, powers of attorney), if required by the solicitation, must be separately delivered to and received by the City on or prior to the exact time and date indicated in the Schedule of Events, with a clear indication of the Offer for which it is attributed.

It is the responsibility of the Offeror to ensure that the Offer is timely and to confirm that there are no technical reasons that any offer submitted electronically may be delayed. The date and time on the upload as received/stamped by the City's e-Procurement Portal will provide proof of submission and verification whether the Offer was received on or prior to the exact time and date indicated in the Schedule of Events.

The City recognizes that some Offerors may propose as a single entity providing both the Time and Labor (T&L) solution and implementation services, while others may propose a partnership between a solution provider and an implementation partner.

Both approaches will be considered; however, in all cases, a single Prime Contractor must be designated. The Prime Contractor shall:

- Submit the proposal on behalf of all involved parties;

- Serve as the sole point of contact for the City;

- Be contractually responsible for the full delivery of all requirements outlined in this RFP, including the work of any subcontractors or partner firms.

If a partnership model is proposed, the proposal must clearly identify all firms involved, and describe the roles and responsibilities of each party

For assistance with submittals, vendors are welcome to use the OpenGov support chat (blue chat bubble in the bottom right corner) to connect with a member of OpenGov's support team who will be able to assist you with your submission.

Please DO NOT submit links to Google Docs, Dropbox Paper, or similar services. Your offer may be deemed non-responsive if your offer is supplied utilizing these services.

2.12. Withdrawal of Offer

At any time prior to the solicitation due date and time, an Offeror (or designated representative) may withdraw the Offer by clicking "Unsubmit Response" on the Offer submission via the City's Procurement Portal.

2.13. Offer Results

Offers will be opened on the offer due date, time and location indicated in the Schedule of Events, at which time the name of each Offeror, and the prices may be read. Offers and other information received in response to the solicitation will be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Offers are not available for public inspection until after the City has posted the award recommendation on the City's website.

The City will post a preliminary offer tabulation on the Solicitation's Public Page: https://procurement.opengov.com/portal/phoenix/projects/161204 within five business days of the offer opening. The City will post the information on the preliminary tabulation as it was read during the offer opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the offers, the City will post an award recommendation on the website. By signing and submitting its Offer, each Offeror agrees that this posting of the award recommendation to the City's website effectively serves as the Offeror's receipt of that notice of award recommendation. The City has no obligation to provide any further notification to unsuccessful Offerors.

2.14. Pre-Award Qualifications

A. The Offeror must meet the following qualifications (Note: *Subcontractor experience may not be used by Offeror to meet minimum qualifications*).

1. The Offeror must have a minimum of five (5) years of experience developing and implementing a T&L Management System Solution.

2. The Offeror must have completed at least two (2) implementations of a large-scale T&L project that included data conversion, system integration, and interfaces. For this solicitation, a large-scale T&L is defined as similar in scope, size, and complexity or larger than the City's system.

3. Within the past five (5) years, the Offeror must have implemented in production, at least two (2) T&L solutions in a City or other municipality within the United States that provide functional and technical capabilities as similar as described in Exhibit A Functional Requirements Matrix.

4. The Offeror must be FedRAMP Moderate certified, However, the City will consider alternative security certifications or frameworks (e.g., ISO/IEC 27001, or SOC 2 Type II) provided that the Offeror can meet the City's risk and compliance standards.

5. The Offeror's hosting must be onshore with "no remote access" at any time for anyone who is not physically based in the United States

B. As part of the proposal submission process, Offerors within the competitive range will receive an email communication from the Procurement Officer with a link. The Offers are required to complete and submit the required questionnaire, within the timeframe indicated, for the following:
   1. Vendor Privacy Due Diligence Questionnaire
   2. Vendor Security Maturity Questionnaire

   The City will assess the Offeror's risk profile based on these submitted documents to

determine if the Offeror's IT security practices align with the required security standards and present an acceptable level of risk. The risk assessment results will be a significant factor in determining the Offeror's pre-award qualification status. Offerors who do not receive a favorable risk assessment may be disqualified from further consideration in the procurement process.

C. Upon notification of an intent to award, the Offeror will have ten calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this RFP. Insurance requirements are non-negotiable.

2.15. Certificates of Insurance

Upon notification of a recommended award, the Offeror will have **14 calendar days** to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.

2.16. Award of Contract

Unless otherwise indicated, award(s) will be made to the most responsive, responsible Offeror(s) who are regularly established in the service, or providing the goods, contained in this solicitation and who have demonstrated the ability to perform in an acceptable manner.

A. Factors that may be considered by the City include:

1. Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This may include performance history on past and current government or industrial contracts; and,

2. Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,

3. Safety record; and,

4. Offeror history of complaints and termination for convenience or cause.

B. Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all offers or portions thereof; or (3) reissue a solicitation.

C. A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Offers do not become contracts until they are executed by the Chief Procurement Officer or Department Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, and in any addendum or contract amendment.

2.17. Solicitation Transparency Policy

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

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

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

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

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

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

2.18. Protest Process

Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City's best interests to set new deadlines, amend the solicitation, cancel or re-bid.

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

Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.

Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations on the City's website to award the contract(s) to an Offeror(s). Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City's full and final discretion.

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

- Identification of the solicitation number;

- The name, address and telephone number of the protester;

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

- The form of relief requested; and

- The signature of the protester or its authorized representative.

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

2.19. Public Record

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

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

2.20. Late Offers

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

2.21. Right to Disqualify

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

2.22. Contract Award

The City reserves the right to award a contract by individual line items, by group, all or none, or any other combination most advantageous to the City. The City reserves the right to award multiple contracts.

2.23. Determining Responsiveness and Responsibility

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

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

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

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

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

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

2.24. Equal Low Offer

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

2.25. Evaluation of Competitive Sealed Offers

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

2.26. Evaluation Criteria

In accordance with City Administrative Regulation 3.10, Competitive Sealed Proposal awards shall be made to the responsive and responsible Offeror(s) whose Offer is determined in writing to be the most advantageous to the City based upon the evaluation criteria listed below. The evaluation factors are listed in no relative order of importance and more details are provided in Section, 2 Offer Evaluation Criteria. The following evaluation criteria will be used to evaluate all Offers with a maximum possible score of 1000 points:

Round One
Solution Capabilities - 235 Points
Experience - 150 Points
Offeror Services & Implementation - 315 Points
Price - 125 Points

Round Two
Demonstrations - 175 Points

2.27. Detailed Evaluation of Offers and Determination of Competitive Range

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

2.28. Offers Not Within the Competitive Range

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

2.29. Discussions with Offerors in the Competitive Range

The City will notify each Offeror whose Offer is in the Competitive Range or made the 'short list' and provide in writing any questions or requests for clarification to the Offeror. Each Offeror so notified may be interviewed by the City and asked to discuss answers to written or oral questions or provide clarifications to any facet of its Offer. The Offerors in the competitive range may be required to provide a demonstration of their product.

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

If an Offer in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract or Solicitation Scope requirement, the City may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the City in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the City may instruct any Offeror to remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so, the City may determine the Offer is nonresponsive, and the City may revoke its determination that the Offer is in the Competitive Range.

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

2.30. Best and Final Offers (BAFO)

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

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

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

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

3.   Offer Evaluation Criteria

OFFERORS SHALL ONLY SUBMIT PRICING INFORMATION IN SECTION 10, VENDOR QUESTIONNAIRE, QUESTION ONE, 'PRICING PROPOSAL TEMPLATE SUBMISSION'

The evaluation process will consist of two rounds. Round One will focus on the Offeror's submission in response to this RFP using a points-based method aligned to the questions provided below under the corresponding evaluation criteria. The evaluation will consist of the respondent's solution, expertise, experience, and approach to meeting the goals and requirements outlined in the RFP.

For Round Two of the evaluation, Offerors will be invited to the Solution Demonstration if their scores in Round One are deemed, at the City's sole discretion, to be in the competitive range. Offerors within the competitive range will be required to conduct comprehensive in-person demonstrations for the evaluation team. This round aims to complement the Round One evaluation with the primary goal of selecting the optimal solution that aligns with the City's operational requirements.

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

The evaluation factors are listed in the relative order of importance and more details are provided in Scope of Work. The following evaluation criteria will be used to evaluate all Offers:

Round One - T&L Solution Questionnaire

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Experience - Offeror Experience** Offeror must describe their experience with successfully completing implementations of Time and Labor System Solutions that included data conversion, system integration, and interfaces for organizations that are similar in size and scope or larger than the City of Phoenix. (Reference Scope of Work, Section 4.5, item D).	0-100 Points	75 *(9.1% of Total)*

2.	**Experience - Key Personnel** Offeror must describe their project team including an organizational chart of the project team including subcontractors, staffing for all phases, description of roles and responsibilities through a RACI matrix, staffing assumptions, resumes for each key personnel, process for replacement of key personnel and approach for staffing additional project team members. (Reference Scope of Work, Section 4.5)	0-100 Points	75 *(9.1% of Total)*
3.	**Solution Capabilities - Solution Overview** Offeror must provide an overview of the proposed solution, including proposed modules to meet functional requirements, technical infrastructure, software development tools and languages, database platform, type and structure, COTS product solution, middleware and frameworks, etc. (Reference Scope of Work, Section 4.4, items A and B)	0-100 Points	25 *(3% of Total)*
4.	**Solution Capabilities - Future HCM Integration** Describe your system's flexibility to disengage from PeopleSoft and integrate with a future human capital management (HCM) system. Please identify any configuration or customization requirements that would need to be addressed in the event of an HCM transition. Include any relevant tools, architecture considerations, and past experiences supporting similar system change.	0-100 Points	25 *(3% of Total)*
5.	**Solution Capabilities - Solution Enhancements Overview** Offeror must describe its approach to ongoing upgrades, deployments, and all enhancement process, including the process for working with customers to identify future enhancements, method of prioritization and frequency in which enhancements are released. Offeror must include a five-year roadmap detailing major new features and technology upgrades. (Reference Scope of Work, Section 4.7, item F)	0-100 Points	25 *(3% of Total)*

6.	**Solution Capabilities - Functional Requirements Matrix**	0-100 Points	85 *(10.3% of Total)*
	The Offeror shall describe how the proposed T&L solution addresses the following functional requirements critical to a large, complex organization. The Offeror shall also provide responses pertaining to the functionality of their solution in **Exhibit A - Functional Requirements Matrix.** Furthermore, the Offeror must provide responses to the subsequent questions pertaining to the functionality of their solution. The responses provided in **Exhibit A - Functional Requirements Matrix** will be subject to evaluation and scoring, with consideration given to the answers to the following questions (Reference Exhibit A Functional Requirements Matrix and Scope of Work, Section 4.6):		

A. Complex Scheduling

    1. The Offeror must describe the existing complex scheduling functionality, including the ability to support varying scheduling types and patterns (e.g., rotating shifts, on-call scheduling, shift differentials, and department-specific scheduling rules), labor union rules, and schedule bidding for daily and future staffing requirements. Include examples of how these capabilities are configured, maintained, and tailored to different employee groups or departments.

B. Time Collection & Time Processing

    1. Describe how your solution enables decentralized and mobile time collection and processing across a diverse range of departments, employee types, and locations. Include the supported time capture methods, how the system

	ensures data accuracy and approval in a decentralized model, and any offline capabilities available. C. Earnings Calculation 1. The Offeror must describe functionality for the ability to calculate standard and complex earnings (e.g. differential pay, skill-based pay, holiday pay etc.) based on configurable business rules. Any manual processing for additional pay calculation shall be eliminated at the City, resulting in improved efficiency for providing or loading department data to payroll. D. Self Service Functionality 1. The Offeror must describe the employee and manager self-service functionality and knowledge-based documentation for time, attendance, leave, labor union rules, additional earnings calculations, and scheduling. E. Mobility and Remote Capabilities 1. The Offeror must describe the functionality of the mobile application which will allow remote access to the solution by field users, particularly inspectors, field workers, and public safety employees, using a city-owned mobile device to perform activities such as time entry, leave approvals, etc. F. Electronic Document Manager 1. The Offeror shall describe its approach to Document		

		Management including ability to store/embed documents within the T&L solution and/or link to an external document management platform. If the Offeror proposed solution is based on leveraging an external document management platform provide the related details. The Offeror shall indicate whether its solution has the capability to integrate with an external document management platform (if the City procures one).		

7.	**Solution Capabilities - Technical Requirements**
	
	Offerors are required to provide written narrative responses that describe how their proposed solution and services meet the City's technical expectations. These responses will be evaluated based on the Offeror's demonstrated ability to provide a secure, scalable, integrated, and maintainable solution that aligns with modern enterprise architecture and the City's technology strategy.
	
	Offerors must provide clear, detailed responses for each of the following topics. Where applicable, include specific technologies, service-level commitments, architectural diagrams, hosting models, or client references that illustrate your approach (Reference Scope of Work, Section 4.7).
	
	   A. Hosting, Scalability, and Availability - Describe the proposed hosting environment for the Time and Labor solution, including whether it is SaaS, PaaS, or IaaS, and the use of enterprise-grade cloud platforms (e.g., AWS, Azure).
	
	     1. Specify whether hosting is offered through a dedicated or multi-tenant model.
	
	     2. Confirm compliance with onshore U.S. hosting and access requirements, including restrictions on foreign access.
	
	     3. Describe how the solution supports elasticity, fault tolerance, and regional failover to meet performance, recovery (RPO/RTO), and availability requirements of an enterprise municipality
	
	   B. Security and Compliance - Describe the security framework and compliance certifications maintained by the solution (e.g.,
		0-100 Points	75
			(9.1% of Total)

		SOC 2 Type II, ISO 27001, NIST SP 800-53).		
		1. Explain how your solution integrates with the City's identity and access management infrastructure (e.g., Azure AD, Single Sign-On, RSA MFA).		
		2. Describe how your security controls align with the City's adoption of the NIST/CSS cybersecurity framework and how ongoing compliance is maintained and audited.		
		3. Detail how the system enforces role-based access control and secures sensitive data at rest and in transit.		
	C.	Integration Capabilities - Describe your proposed integration strategy between the T&L solution and other City systems. Additionally, describe how your solution can easily integrate with other third-party HCM solutions.		
		1. Highlight support for modern APIs, including RESTful web services, and confirm if your solution supports direct database access and/or secure data exchange.		
		2. Highlight how your system can easily integrate with other solutions.		
		3. Identify any proposed middleware, data transformation tools, or Azure-native integration services utilized.		
		4. Explain how you will determine the level of effort for integration development (e.g., low/medium/high complexity), and provide examples of integrations		

	completed in similar public sector environments.
	
	D. Reporting and Analytics - Describe the reporting, dashboarding, and analytics capabilities of the proposed T&L solution.
	
	    1. Include self-service features for business users, support for ad hoc queries, and native or embedded business intelligence tools.
	
	    2. Describe your approach to developing the 100 custom reports/queries expected during implementation.
	
	    3. Explain how your solution supports real-time or near-real-time data sharing with the City's enterprise analytics tools (e.g., Oracle BI), and the formats supported for report export.
	
	E. Data Migration and Environment Readiness - Describe your approach to migrating ~50GB of transaction and master data from the City's legacy systems into the new T&L solution.
	
	    1. Include strategies for mapping, validation, and transformation of data across different schemas and data quality levels.
	
	    2. Explain how you will work with City staff to clean and stage data in preparation for migration and how you ensure continuity with the City's identity management systems.
	
	F. Operations and Support - Describe your proposed operations and maintenance support model, including support		

tiers and service-level commitments.

1. Include post-go-live support services aligned to ITIL or similar standards (e.g., service management, break/fix, integration maintenance).

2. Describe how upgrades, patches, and enhancements will be managed with minimal business disruption.

3. Explain your approach to environment management for dev/test/train/prod/DR and how continuity is maintained during planned outages or incidents.

G. Master Data Management - The Offeror shall describe its approach to Master Data Management (MDM) for all key entities, beyond individuals (e.g., departments positions, cost centers, locations, projects, etc.) within the proposed T&L solution. Please specifically address the following:
1. How the system manages and maintains master data for non-individual entities to ensure accuracy, consistency, and integrity across modules and integrations.
2. The Offeror's approach to reference data management, including how reference data (e.g., job codes, pay types, business units) is standardized, governed, and synchronized across the solution.
3. The tools, processes, and methodologies used to support linking and reconciling master and reference data migrated from legacy or third-party IT systems.

8.	**Offeror Services - Training** Describe the proposed approach to Training and the tools that will be used to assure a successful project. How will the Offeror perform a training needs analysis, develop a detailed training plan, develop user training documentation, and perform knowledge transfer for the new T&L solution, which meet the requirements of the City's project team, end users, and support staff? Please include a RACI matrix assigning the Offeror and City responsibilities for training tasks required to execute the Offeror's described approach (Reference Scope of Work, Section 4.8, item G).	0-100 Points	25 *(3% of Total)*
9.	**Offeror Services - Solution Development and Configuration** Explain the Offeror's approach to solution development and configuration. Include how they plan to configure the system to meet City requirements, develop any necessary extensions or modules, and manage version control. Discuss any tools and methodologies used (e.g., Agile, DevOps). Provide a RACI matrix for system setup, configuration, development activities, code reviews, versioning, and related tasks (Reference Scope of Work, Section 4.8, item D).	0-100 Points	25 *(3% of Total)*
10.	**Offeror Services - Testing** Detail the Offeror's methodology for testing the Time and Labor solution. Include testing types (unit, integration, user acceptance, regression), tools, quality assurance practices, issue tracking, and test data strategies. Provide a RACI matrix that includes test planning, test case development, execution, defect resolution, and sign-off processes (Reference Scope of Work, Section 4.8, item F).	0-100 Points	25 *(3% of Total)*

| 11. | **Offeror Services - Change Management Plan**

The Offeror shall provide their change management strategy for implementing the proposed T&L solution in a large organization with multiple departments and diverse user groups. Please specifically address the following (Reference Scope of Work, Section 4.8, item E):

A. Approach to stakeholder engagement and communication across departments

B. Strategies for managing organizational resistance and promoting user adoption

C. Training and support programs for various user roles (e.g., frontline staff, managers, HR, payroll)

D. Methods for identifying and addressing departmental-specific change impacts

E. Use of change readiness assessments and success metrics

F. Examples of successful change management in similar large-scale implementations | 0-100 Points | 75
(9.1% of Total) |
| 12. | **Offeror Services - Enterprise Analysis and Design**

Describe the Offeror's methodology for conducting enterprise analysis and design. This should include how the Offeror will gather and validate business requirements, analyze current processes, define the future-state design, and align the solution with City objectives and compliance requirements. Provide a RACI matrix outlining responsibilities for workshops, documentation, process mapping, functional and technical requirement validation, and design sign-off (Reference Scope of Work, Section 4.8, item C). | 0-100 Points | 30
(3.6% of Total) |

13.	**Offeror Services - Cutover Readiness and Production Go-Live** Describe the Offeror's approach to cutover planning and managing the go-live event. Include how readiness will be assessed, cutover steps coordinated, risk managed, rollback planned, and systems transitioned to production. Provide a RACI matrix for all cutover activities, including final data loads, validation, infrastructure readiness, user support, go/no-go decisions, and transition to operations (Reference Scope of Work, Section 4.8, item H).	0-100 Points	30 *(3.6% of Total)*

14.	**Offeror Services - Project Management**
	
	The Offeror shall provide a detailed description of their project management plan for the implementation of the proposed Time and Labor Solution. Please specifically address the following (Reference Scope of Work, Section 4.8, item B):
	
	    a. Project governance structure and key roles (including City/Contractor responsibilities)
	
	    b. Project timeline with major milestones and deliverables
	
	    c. Risk management strategies and issue resolution protocols
	
	    d. Communication and status reporting cadence
	
	    e. Conduct Project Pre-Planning and Preparation
	
	    f. Develop Kickoff Materials
	
	    g. Develop a baseline project schedule
	
	    h. Develop weekly status reports
	
	    i. Provide ongoing project management duties
	
	    j. Support deployment planning
	
	    k. Develop project deployment plans
	
	    l. Update, maintain, and revise the Project deployment plan
	
	    m. Finalize project deployment schedule
		0-100 Points	75
			(9.1% of Total)

	n. Develop a baseline project schedule o. Update/Publish the schedule and work plan p. Create a configuration management plan and configuration items log q. Create a stakeholder outreach and communication plan r. Perform outreach to stakeholder groups		
15.	**Offeror Services - Post Go-Live and Transition to Support** Outline the Offeror's plan for post-go-live stabilization and transition to operations and maintenance support. This includes how support services will be structured, issue resolution handled, and knowledge transitioned to the City. Provide a RACI matrix covering hypercare, support ticket management, service-level monitoring, documentation updates, and transition to long-term support teams (Reference Scope of Work, Section 4.9).	0-100 Points	30 *(3.6% of Total)*
16.	**Pricing** **OFFERORS SHALL ONLY SUBMIT PRICING INFORMATION IN SECTION 10, VENDOR QUESTIONNAIRE, QUESTION ONE, 'PRICING PROPOSAL TEMPLATE SUBMISSION'**	Reward Low Cost	125 *(15.2% of Total)*

Round Two - Solution Demonstration

No.	Evaluation Criteria	Scoring Method	Weight (Points)

1.	**General Objectives of Solution Demonstration**	0-100 Points	175 *(100% of Total)*
	As part of the evaluation process, Offerors whose proposals are determined by the City, in its sole discretion, to be within the competitive range based on Round One scoring will be invited to participate in a Solution Demonstration.		
	The City will provide a standardized demonstration script in advance to each invited Offeror. Offerors will be required to follow this script during their demonstration to ensure consistent evaluation across all proposals. The City may also identify specific areas from the Offeror's proposal that require further clarification during the demonstration. Offerors are expected to address these areas and provide direct responses to questions from the City's evaluation team.		
	General Objectives of the Demonstration		
	The general objectives of the solicitation are:		
	A. Orientate – Walk through the proposed solution's user interface, layout, and overall user experience. Highlight accessibility and ease of navigation across user roles (e.g., employees, supervisors, system admins).		
	B. Demonstrate – Show how the solution meets the City's functional and operational requirements through scripted use cases and relevant examples, with particular focus on the scenarios defined in Exhibit A – Functional Requirements.		
	C. Illuminate – Identify which features are native to the solution and which require configuration or extension. Explain the impact of those changes on future upgrades, maintenance, and overall lifecycle costs.		
	D. Initiate – Introduce the key members of the proposed implementation team, all of whom		

	are expected to attend and actively participate in the demonstration. Describe their roles and responsibilities within the project. E. Elucidate – Present the proposed implementation methodology, including key phases, timelines, staffing plans, risk mitigation strategies, and how City stakeholders will be engaged throughout. F. Differentiate – Highlight how the proposed solution delivers unique value compared to others in the market. Emphasize strengths in areas such as mobile functionality, reporting and analytics, integration, configurability, and compliance with security and hosting requirements. G. System demonstration shall be tailored to illustrate how the solution meets the specific needs and requirements of the City as outlined in the RFP and Exhibit A – Functional Requirements.		

4. Scope of Work

4.1. Introduction

A. The City of Phoenix (hereupon referred to as "the City") is seeking to procure a citywide Time and Labor system ("T&L"). The City expects the T&L solution to automate, standardize, and centralize the current time entry process for its approximately 15,000 employees. The solution shall ensure information is fully integrated with the City's Human Resource Information System (PeopleSoft), known as eCHRIS.

B. The City's departments currently utilize varied systems and processes to manage time and labor activities including but not limited to:

1. eCHRIS (Oracle PeopleSoft HCM 9.2) — Used for payroll, eCHRIS accepts both manual data entries and automated feeds from the various City departments. Processes payroll citywide. On Premise.

2. Telestaff/Kronos from UKG LLC — Used for the Phoenix Fire Department to manage shifts, manual entry, and front-end custom solution to eCHRIS for time entry.

3. Overtime Tracking System (OTS) — Used for the Phoenix Police Department to enter time and transfer via flat file to eCHRIS. This system is developed and supported by the City.

C. The T&L solution will integrate with some of the City's existing systems and replace others. Further information for these systems can be found in **Table 4. Systems Targeted for Integration** and **Table 2. Systems Targeted for Data Migration.**

4.2. Background

The City is the fifth largest in the U.S. and is composed of 41 departments with approximately 15,000 employees who utilize and interact with the T&L solution.

A. The following provides the City's current number of employees; all will utilize the T&L solution:

1. Total Active Employees: 15,123

2. Full-Time Hourly Employees: 10,439

3. Full-Time Salaried Employees: 2,982

4. Part-Time Employees: 983

5. Seasonal Part-Time Employees: 708

6. Part-Time Employees (hired seasonally): 213

7. New Hires/New Employee Profiles (average per pay period): 70

8. Labor Groups: 7

9. Job Share Employees: 11

10. Supervisors/Managers: 2,867

11. Department Payroll Admins: 263

12. Central Payroll Admins: 11

B. The following details the volume of current processes and actions (e.g., leave requests or approvals) across the City

1. 552,431 leave requests per year

2. 15,123 employee schedules and time approvals per pay period.

3. 50,966 calculations for additional earnings per pay period.

4. 26 bi-weekly pay checks per year, with daily off-cycle pay checks for final wages, missed pay.

4.3. Project Committees and Key Stakeholders

A. Project Sponsors and Executive Steering Committee

1. This effort is led by the Project Sponsors and Steering Committee. This group is comprised of the Executive Sponsor(s), the Project Sponsor, the Project Manager, Business Analyst, Team Leads, and Team Members. This team is accountable for enabling project success and approving resources for support of the T&L solution project. Key roles on this team include:

   a. The Executive Sponsor(s) promotes the project throughout the organization and serves as the spokesperson to higher levels of management.

   b. The Project Sponsor is a person/group who escalates decisions for the project, based on project team recommendations, to Executive Sponsors on high-risk decisions. They are responsible to approve objectives, strategy, and deliverables.

   c. The Project Manager is responsible for overall project management and is responsible to plan, monitor, and control scope, schedule, costs, quality, etc.

   d. The Business Analyst is the liaison between the project team and the technical solution provider(s) through the lifecycle of the project.

   e. Team Leads manage teams of subject matter experts and provide expertise in the different areas of the project. They are responsible to prioritize the recommendations provided by its team.

   f. Team Members are subject matter experts selected to be part of a project based on its skills.

2. Key Stakeholders

   a. The table below provides the City's key stakeholder groups for the T&L solution:
   Table 1. Key Stakeholders Descriptions Key GroupDescriptionDepartments with Decentralized Time and Additional Earnings Calculations The City's more than 40 departments (e.g., Public Works, Parks & Recreation, Water Services, Streets Transportation, etc.) are imperative to the daily operations and sustainability of the City. There is decentralized time collection and processing (including 50,966 additional earnings calculations per pay period conducted by the payroll teams) across the departments. The current systems and manual workflows (including paper-based processes) have limited the department's ability to employ more efficient practices. Employee pay is directly impacted by the current limitations of the City's time and labor processes. This is amplified by inaccuracies in time collection across disparate tools and system architectures with limited process documentation. The departments expect a T&L solution that serves the nuanced departmental time collection needs (Reference **Exhibit A - Functional Requirements Matrix**) while reducing the manual efforts for calculating and processing employee time and additional earnings.**Departments with Complex Scheduling**Complex scheduling is prevalent across the City's departments, specifically public safety departments. These departments (e.g., Phoenix FD, Water, Phoenix PD, Aviation, Parks & Rec. etc.) experience highly paper-based manual processes involved in developing schedules, tracking leave or call-outs, and meeting mandated shift coverage metrics. The manual processes result in an abundance of manhours required to finalize complex schedules (e.g., shifts crossing over multiple days, 4-3 schedules). Physical time clocks are not used at this time. The departments expect a T&L solution with streamlined complex scheduling capabilities that reduces manual efforts and optimizes schedules for staffing needs.**City Human Resources Department**The City is responsible for managing the full range of workforce services including talent acquisition and management; benefits, wellness and safety; employee/labor relations; absence management and the civil service system; job classification and compensation; HR technology, records and transactions; organizational development and learning; compliance; and an HR Service Center and shared services model which supports more than 30 departments across the enterprise.**City Finance Department**The Finance Department is responsible for maintaining a fiscally sound organization that conforms to legal requirements and to generally accepted financial management principles. This department is also responsible for acquisition, procurement, accounting/financial reporting, and payroll processing for all City employees.**Information Technology Services**Information Technology Services ("ITS") is an innovative technology partner to the departments managing outstanding public services to 1.7 million residents. ITS supports the city's complex systems of networks as well as the technology needs of all City employees. This group is critical as it will oversee

the implementation of the new T&L solution and ensure all city employees have access. Further, this oversees and maintains security standards for new solutions leveraged in the City.

4.4. Objectives and Phases

A. Through this effort, the City will implement a single, citywide T&L solution for time reporting and eliminate department specific (legacy) T&L solutions as well as paper-based and manual entry, to the greatest extent possible. The proposed solution shall include functionality such as, complex scheduling, decentralized time collection and processing, additional earnings calculations, mobility/remote capabilities, and self-service for T&L activities (Referenced in Functional Requirements).

B. Additionally, the primary objective of this project is to provide the City a new, citywide T&L solution. It is critical that the new T&L solution meet these objectives as it directly impacts the City's ability to pay its employees accurately and efficiently. A new T&L solution will enable the City to meet the following objectives:

1. Streamline time entry.

2. Eliminate manual processing for additional earnings calculations and utilize rules-based calculations for additional earnings.

3. Improve efficiency around providing or loading department payroll and leave data (each department has a payroll team with one central payroll team in Finance Dept.).

4. Increase efficiency in the City's ability to provide scheduling, including bidding, for daily and future staffing needs.

5. Provide employees with self-service functionality (e.g., reviewing up to date leave balances).

6. Create a knowledge base documentation for time, attendance, leave, pay calculation, and scheduling.

7. Eliminate paper-based processes and inefficient workflows.

8. Standardize on a single enterprise T&L solution from which all the City's departments can perform T&L transactions.

C. The Time and Labor system solution replacement efforts shall be completed in the project phases outlined in the Implementation Services below:

1. Project Management

2. Enterprise Analysis and Design

3. Solution Development and Configuration

4. Organizational Change Management

5. Testing

6. Training and Knowledge Transfer

7. Cutover Readiness and Production Go-Live

8. Post-Go-Live and Transition to Support

4.5. Staffing Requirements and Qualifications

A. Provide a project team that is knowledgeable, experienced, and has the skills necessary to ensure the success of all phases outlined herein.

B. Overall staffing levels must be sufficient to meet or exceed quality and timeline expectations, and key project personnel must have subject matter expertise in case management systems and prior implementation experience on projects similar in scope.

C. The Contractor will be expected to participate in day-to-day activities remotely unless otherwise requested by the City.

1. Offshore Work Performance: Any services that are described in the specifications or scope of work that directly serve the City of Phoenix or its customers and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

D. Have experience completing similar size projects that demonstrate their expertise in data conversion, system integration, and interfaces for organizations that are similar in size and scope or larger than the City of Phoenix.

E. The ability to deliver upon the minimum deliverable requirements specified for each phase in this scope of work in efforts to design, implement and support a new T&L Solution.

F. Assume full responsibility for the successful implementation of the new T&L Solution, ensuring it is completed on time and within budget, especially when choosing to engage subcontractors during the project.

G. Be responsible for coordinating and managing all project resources that are external to the City.

H. Provide a dedicated Project Manager (PM), with experience in similar projects, who will serve as a single point of contact and will leverage the industry's best project management tools and methodologies in order to ensure product quality and timeliness for the duration of the project.

1. It is preferred that the PM has a project management certification, such as Project Management Professional or equivalent.

I. Accommodate working in the Arizona time zone and be available from 8am – 5pm AZ time. Additional availability may be necessary as agreed upon by the City and the Contractor.

J. Any T&L Solution Project-related meetings and time commitments shall occur during City's working hours (M-F, 8am-5pm AZ time) unless there are special circumstances for meetings or other project-related time commitments to occur off hours. Contractor's working hours must expand outside of normal working hours as required during periods of implementation, go-lives, and heightened post-implementation support periods.

K. Work shall be primarily conducted remotely, however, at the beginning of the project and for certain T&L Solution Project milestones (e.g., kickoff, go-live, business discovery workshops, etc.) in-person work may be required as deemed necessary by the project.

L. Contractor Responsibilities

1. The Contractor is expected to own each of the deliverables and activities within each phase of the effort, with input from City stakeholders. This includes project management and ownership of status meetings and status reports to ensure the on-time delivery and quality of deliverables.

2. The Contractor will work with the City's project management team to address any roadblocks or risks in the project and escalate issues based on the agreed upon escalation plan determined by the City and Contractor teams.

M. City Responsibilities

1. The City will participate in all necessary activities and provide the required information in a timely manner to ensure the success of each phase.

2. The City's Project Management team will work closely with the Contractor as needed and will: (a) approve priorities, detailed project plans and schedules; (b) notify Contractor in writing of any engagement or performance issues; and (c) assist in resolving issues that may arise.

3. Identify stakeholders, SME's, core project team members.

4. Assist the Contractor with scheduling meetings, as needed and will participate in meetings, and workshops.

5. Make available all pertinent documents, information, and electronic files in a timely manner.

6. Provide a response to all questions regarding the acceptability of any work performed under this Scope of Work.

4.6. Functional Requirements

A. The City has developed a comprehensive spreadsheet of functional requirements, provided as **Exhibit A - Functional Requirements Matrix**. This document

encompasses system requirements aligned to the business capability model. Furthermore, **Exhibit A - Functional Requirements Matrix** provides an itemized list of detailed functional requirements for the City's T&L Management System (system). The City has identified each requirement as a core feature or optional feature. In totality, the system functional requirements include:

1. Scheduling and Shift Management

    a. The T&L shall support complex scheduling abilities, including but not limited to:

        i. Varying scheduling types and patterns.

        ii. Automated rules enforcement (e.g Labor union rules) ; and

        iii. Shift bidding for daily and future staffing needs.

        iv. Visibility into staffing coverage and potential conflicts.

2. Time and Attendance Tracking - The solution shall support decentralized time entry and attendance tracking for all employee types across departments and locations. (e.g. Different employee groups based on labor agreements/collective bargaining, including field staff (with and w/out tech), admin staff, supervisors, and sworn/civilian police and fire).

3. Leave and Absence Management - The solution shall provide robust leave management, including:

    a. Employee self-service request workflows (sick, vacation, FMLA, etc.)

    b. Real-time leave balances, accrual calculations, and forecasting

    c. Automated approval routing with visibility into overlapping leave requests

4. Pay Rule and Additional Earnings Calculations

    a. The City currently uses an exception-based method in which is programmed to automatically pay full-time employees their wages.

    b. Manual entries are required to deviate from automatic payment calculations.

    c. With the new T&L solution, any manual processing for additional pay calculation shall be eliminated, resulting in improved efficiency for providing or loading department data to payroll.

    d. The T&L solution shall support automated pay rule enforcement and complex earnings calculations, such as:

        i. Overtime, shift differentials, skill-based pay

        ii. Elimination of manual payroll inputs for recurring or conditional earnings

        iii. configurable pay rules that align with union contracts, policy and compliance

5. Self-Service Functionality

   a. The T&L solution shall support employee self-service functionality and knowledge-based documentation for time, attendance, leave, labor union rules, additional earnings calculations, and scheduling.

6. Mobility and Remote Capability

   a. The T&L solution shall provide a mobile device friendly application and remote access that allows field users, particularly inspectors, field workers, and public safety employees, to access the solution and perform its activities (e.g., time-entry for employees, leave approvals for supervisors) using a city-owned mobile device at various points throughout the day or shift.

7. Electronic Document Management

   a. The system shall provide electronic document management functionality, including the ability to automate the capturing, approval, distribution, and integration of content into business rules and workflows, Additionally, the system's proposed architecture shall have the ability to integrate with a third-party document management platform, if needed.

4.7. Technical Requirements

A. The Time and Labor Management Solution must meet industry-standard technical requirements to ensure scalability, security, integration, performance, reliability, and compliance. The solution should be adaptable to future technological advancements while aligning with the City's operational needs and IT infrastructure. The City expects the Contractor to have a complete suite of hosting, implementation, and support services. The City expects the Contractor to work with the proposed software vendor(s) to maintain the solution environment(s), including post implementation. The City expects the Contractor to perform tasks for solution implementation, deployment (e.g., hosting services, reporting and analytics, system configuration, etc.), operations (e.g. upgrades, patches), and maintenance.

B. Hosting Requirements (Cloud/SaaS Delivery)

   1. The solution must be delivered as either a fully managed cloud/SaaS service hosted in a secure, enterprise-grade environment (e.g., AWS, Azure) or as an on-premise system deployed and maintained within the city's infrastructure. The City has established Azure and AWS cloud capabilities and prefers to leverage them to deploy/access the proposed T&L solution.

   2. The solution provider must maintain SOC 2, ISO 27001, and other relevant certifications.

3. The solution shall consume/rely on the City's identity management platform (e.g., Microsoft Azure Active Directory, Single Sign On) and the City's Multi-factor Authentication (MFA) platform (e.g., RSA) and Mobile Device Management.

4. The City currently employs a NIST/CSS framework with which it is expected that the Contractor shall comply with along with all applicable City security regulations (e.g., U.S. government hosting compliance/Gov Cloud, SOC 2 Type II compliance and NIST SP800-53 revision 5 compliance, etc.).

5. Services required for managing the Solution, but are not limited to:

   a. Facilities

   b. Server/Operating System

   c. Storage/Network Management

   d. Disaster and Outage Recovery (minimum RPO: 1 hour and RTO: 15 minutes)

   e. Data and Application Backup and Recovery

   f. Identity and Access Management

   g. Environment Management

   h. Elasticity and Regional Failover

   i. Active Directory and Single Sign On Capability - Integrated with City Systems

6. The Contractor shall provide secure, centralized hosting services for all required environments, including development, testing, training, production, and disaster recovery (DR). The hosted infrastructure shall include but is not limited to:

   a. Data center Backbone network connectivity

   b. Servers

   c. Disk storage and data backup systems

   d. Monitoring tools

   e. Security tools

   f. Systems software

   g. These environments must support high performance, fault tolerance, and business continuity in alignment with the City's operational requirements and service-level expectations.

7. All hosting services must be provided onshore, within the United States. No data shall be stored, transmitted, or processed outside of U.S. borders. Furthermore, remote access to City systems and data shall only be granted to personnel who are physically located within the U.S. at the time of access.

C. System Availability and Reliability

1. The vendor is expected to propose appropriate/reasonable service levels for the following requirements to support an organization of the size and complexity of the City:

   a. Redundancy, resilience, availability, and load balancing (e.g., DR).

   b. Performance and response time (e.g., speed, latency, jitter, throughput, sizing, uptime, etc.).

   c. Scalability (e.g., elastic up and down scaling, throttling/rate limiting, etc.).

   d. The solution shall support service level tiers to meet the needs of an organization the size and complexity of the City.

D. Data Migration

1. The City requires that all transaction data recorded to date in the relevant City databases be migrated from the legacy system to the new T&L solution for administrative operations or the Contractor shall provide suitable alternatives for consideration.

2. The Contractor shall migrate the relevant data from these systems (~50GB) to the future T&L solution.

3. The following table describes systems targeted for data migration:**Table 2. Systems Targeted for Data Migration**

   - Timesheet (work schedule) data for all Phoenix PD employees.

   - Payroll (exception-pay) data for all Phoenix PD employees.

   - Timesheet data for all Phoenix FD employees.

   - Schedule and leave data for all Phoenix FD employees.

   - Vacancy data for all City employees.

   - Vacant positions

   - Short term leave

   - Timesheet data for all Phoenix PD employees.

   - Payroll data for all Phoenix PD employees.

4.

5. Data structures and data quality of these other T&L related IT systems vary based on its configured data models, data validation rules and data quality management processes which the Contractor needs to factor when mapping and migrating into the future T&L solution. The City (including public safety personnel and a technical

Business Analyst) is planning to lead the data cleaning activities as they are most familiar with the information.

   a. All individuals managed in the future T&L solution are expected to be identified / links to the City's master person identify management solution.

E. Support Services

   1. Services required for post-production support to enhance and maintain the Solution. All support services will be delivered following the standard ITIL delivery model, or like methodology. Support services include, but are not limited to:

      a. Service Management

      b. Application Administration

      c. Integrations Management

      d. Service Desk & Break Fix

F. Enhancements

   1. The Contractor shall ensure a management approach for application enhancements, such as assessment of change impact, estimation of required effort to implement the change and change approval requirements.

   2. The Contractor shall have a technical approach to enhancements, such as configuration management, documentation requirements, integration testing, regression testing, acceptance testing, and deployment.

   3. The Contractor shall have an established approach to process future enhancement requests, including methodology for pricing (e.g., function point analysis) and future available resources to fulfill enhancement requests.

   4. The Contractor shall collaborate closely with the Court to address feature enhancements and product updates, including discussions on the prioritization of core product enhancement requests. The Contractor shall provide information on the frequency and scheduling of enhancements' releases. It is expected that the Contractor will maintain a dedicated resource allocation for ongoing product development related to the proposed CMS solution. The Contractor shall demonstrate that there are planned investments for the future growth of their solution, such as major new features and technology upgrades.

G. Dashboards and Reporting:

   1. The City requires robust reporting and analytics capabilities as part of the proposed solution. This includes self-service ad hoc reporting, standard reports, dashboards, analytics, and business intelligence outputs. Capabilities should support operational, workforce, and strategic reporting needs, and include intuitive report-building tools as well as integration with external business intelligence and analytics platforms.

2. The Contractor is expected to provide, at a minimum, the reports listed in the following table:

Table 3. List of City ReportsReport NameDescriptionLeave Hours by Detail This report is developed based on a filter for information. This report is run separately for each unit in the Police Department.**Existing Enterprise and Department Reports**These reports provide various departments with critical information.**Activity HM Summary by Hours Modifier**This report is run separately for each unit in the Police Department.**Activity Detail by Activity**This report is run for two separate activities, one of which is ran for each shift at the Police Department.**Activity Detail by Employee**This report is run for each unit in the Police Department.

3. Additionally, the City's business users leverage a self-service ad hoc query capability that is used extensively by the City business users. It is expected that a subset of these queries will likely be covered by the native future T&L screens or reports. However, it is expected that the Contractor propose an approach to query/report writing and include cost for development of an additional 100 custom queries/reports that will be identified during the design phase of the project to address the City needs.

4. The Contractor shall leverage its reporting capabilities for T&L specific reporting and will send the relevant subset of T&L data near real-time to the City's other IT systems and databases (which includes data from other IT systems sources) for enterprise reporting done using the City's other data reporting and analytics tools (e.g., Oracle BI). It is also expected that the solution can export reports in various file formats including PDF, CSV, or Excel.

H. Integrations

1. The Contractor is expected to develop integrations between the future T&L solution and other City applications and partners. It is expected that the new environment will require integration to and/or from external systems and out of the T&L solution.

2. It is expected that the new environment will require integration to and/or from external systems into and out of the proposed T&L Solution. It is expected that the Contractor leads the implementation of all the integration development. The Contractor is expected to enable the following required integrations with other related City IT systems and databases:**Table 4. Systems Targeted for Integration**

   ▪ Weekly timesheet data for all City employees.

   ▪ Bi-weekly exception pay data for all City employees.

   ▪ Bi-weekly overtime pay entries for all City employees.

   ▪ Daily vacancy data for all City employees.

- Weekly timesheet data for all Phoenix FD employees.

- Daily schedule and leave data for all Phoenix FD employees.

- Daily vacancy data for all City employees.

- Employee profile data for all City employees.

3. The City prefers a solution that's API -based and considers Azure integration services as the integration platform of choice. The Contractor is expected to leverage its proposed integration tools and approach to manage integrations between them and the new target state T&L to exchange, determine the approach to be taken with each integration, determine the level of complexity (Low/Medium/High) associated with building all the integrations.

4. The T&L implementation will be required to provide both direct database access or access to the relevant data through secure RESTful Web Service calls for integration needs. Both solutions must allow for pushing or pulling information between other systems. Web Service calls should not be limited to the number of records being called. An entity relationship diagram for the database as well as a detailed API guide is a requirement.

5. At the time of contract initiation, PeopleSoft serves as the system of record for HR, payroll, and financial functions. The City anticipates that discussions regarding the potential replacement or retirement of PeopleSoft will occur during the term of this contract. Therefore, the proposed solution must allow integration with a future human capital management (HCM) system if such a change is pursued.

4.8. Implementation Services

A. The Implementation Services consist of various phases. Implementation services describe the City's expectations for the Contractor to successfully organize and execute the implementation of the T&L replacement solution. The City's strong preference is for a single (e.g., 'big bang') deployment to reduce the need to enter data into, manage, and support two concurrent systems. The City would consider phased deployment approaches if the Contractor believes a phased approach is more advantageous than a single deployment, while also limiting the need to support two concurrent systems. The Contractor shall be responsible for the following sections which describe the activities and high-level expectations associated with implementation services.

B. Project Management Requirements

1. The Contractor shall utilize a project management methodology to plan for the successful delivery of the project. The Contractor must provide resources to execute all project management tasks, functions, and activities.

2. The Contractor shall provide a dedicated Project Manager who is responsible for keeping all teams informed, organized, and aligned to the project goals and schedule.

3. The Contractor's project manager will work closely with the City project manager and identify the preliminary project plan and maintain a detailed project plan throughout all project phases.

4. The Contractor's project manager will participate in all necessary meetings (including but not limited to progress/status meetings and executive sponsor review meetings), create agendas, distribute meeting minutes, deliver status reports, and maintain the project timeline.

5. The Contractor shall conduct project pre-planning and preparation, including planning meetings with the City and other stakeholders as required to confirm the schedule, plans, documentation, and other logistics for project management responsibilities.

6. The Contractor shall conduct a Project Kickoff meeting to include materials that describe an overview of the project objectives, plans, project scope, and schedule. During this meeting the Contractor will introduce their project team, roles and responsibilities, and outline project start-up procedures. The Contractor's Project Manager will follow City IT PMO Governance for creating and storing documents on the City's Sharepoint site.

7. Conduct project kick-off meetings with key stakeholders within thirty (30) days of contract execution.

8. Develop a detailed Baseline Project Schedule, providing a comprehensive timeline for the entire project duration. The schedule shall include all major project tasks, milestones, and dependencies. The Baseline Project Schedule shall be agreed upon by City and the Contractor and serve as the reference point for measuring project progress and timeline adherence. Any changes to the schedule shall be managed through the City's established change management process.

9. Create and establish a comprehensive Project Management Plan that outlines the project's purpose, goals, organizational structure, communication plan, risk management, quality control, and budget management to ensure successful project execution and delivery.

10. Create Communication Plan that includes outreach to stakeholder groups, as defined in the plan, to ensure a successful implementation and user adoption of the T&L system solution. The plan shall include strategies and tactics for effective communication and engagement with stakeholders throughout the duration of the project.

11. Project Status Reporting

    a. Project tracking and reporting will be provided on an ongoing basis. Regularly scheduled status meetings between the City Project Management Team and the Contractor Project Manager shall be held to discuss project progress, issues,

resolutions, and next steps. Additionally, the Contractor shall support any other status-related meetings as needed, such as presenting to the Executive Steering Committee.

b. The following standard reporting mechanisms shall be used:

  i. Status Reports

  ii. Issue List

  iii. Risk Log

  iv. Planned Activities

  v. Project Library

c. The format of the status report shall be agreed to by the City and the Contractor at the beginning of the project, but at a minimum shall include:

  i. Project Progress by Deliverable (% complete, related activity, due dates, submission dates, review cycle metrics, etc.)

  ii. Completed and Upcoming Activities and Action Items

  iii. Issue and Risk Reporting; Mitigation Strategies

  iv. Schedule Update (including a graphical summary of tracking baseline schedule dates to actual dates)

d. The Project Library shall be developed and maintained by the Contractor and shall be used to store, organize, track, control and disseminate all information and items related to the solution implementation.

12. The City will assign a full-time resource that will be accountable for the overall project success while partnering with the Contractor. The Contractor shall have the primary responsibility for executing the Project Management tasks associated with this project and will work in collaboration with ITS and will align with, as well as potentially improve, the City's program and project management processes and practices. Microsoft is the collaboration toolset used within the City (e.g., Office 365, etc.).
The table below summarizes the roles and responsibilities for the Successful Contractor:
Table 5. Project Management Roles and ResponsibilitiesRoles and ResponsibilitiesContractorThe CityProject Management Establish Project Governance in alignment with the existing the City governance structure and policies. XGround the City in technology, future state vision, common language, common misses, and common gaps during implementation. Advise the City on optimal processes (in and outside of the software) and software configurations. When the City pushes the boundaries, advise on maintenance needs for complex configurations.X Develop and maintain a project management and communications plan and project control tools, including the project schedule, risk and issue

logs, change and decision logs, mitigation options, and status reporting.X Determine resource allocation needs and schedule throughout the project.X Attend and -co-lead project status meetings, Sponsor, Executive Sponsor, and Steering Committee meetings.XXProvide input and lead, where applicable, presentation development for the City's T&L governance meetings and project/executive sponsors briefings regarding project status.X Communicate with various City working groups about the project progress, risks, issues and mitigations.X Monitor progress toward deliverables, milestones, and release dates. This includes holding the Contractor's project team accountable for its work quality and due dates.X Monitor budget, schedule, and resource updates. XReview Contractor draft Project Management and Communications Plan and provide feedback. XRefine Contractor Project Management and Communications Plan based on provided feedback.X Approve Contractor's refined Project Management and Communications Plan. X

13. Deliverables

    a. <u>Project Management Plan</u>: At minimum shall address the following:

        i. Project objectives and scope

        ii. Project Kick-Off Materials: At minimum shall address the following:

            I. Overview of the project objectives and scope

            II. Documented and signed project charter

            III. Project team introduction, roles and responsibilities

            IV. Project start up procedures

    b. Project Baseline Schedule - including a detailed Work Breakdown Structure (WBS), resource needs/allocation, and associated Gantt charts in Microsoft Project, will be delivered. The master work plan shall reflect any changes from the plan submitted with the Contractor's original proposal that were discussed and agreed to during the project initiation meeting. The Project Work Plan shall include a WBS that meets the project's overall objectives by describing the project tasks and deliverables.

        i. The WBS shall include:

            I. A consolidated view of the activities, activity descriptions, and activity durations assigned to the City, the Contractor, and any other stakeholders

            II. Resources assigned to each activity, including both City and Contractor resources and timing when needed

            III. Logical dependencies within and across workstreams and deliverables

            IV. Calculation and identification of the Critical Path

            V. A list of deliverables tied to project milestones

            VI. A way to track the project schedule against the planned schedule

VII. Schedule shall include "break" periods between major project milestones where there are no activities scheduled to allow the team to prepare for the next project milestone.

VIII. Identification of the critical path for the work plan to allow the determination of the impacts of any schedule slippage

IX. Deliverable approval periods including realistic timeframes for City review of DEDs and subsequent deliverables. Particularly complex deliverables shall have longer review timeframes than simpler deliverables

X. Deliverables that include configuration or development shall have a demonstration component as part of its acceptance criteria and shall be incorporated into the schedule accordingly

XI. Contingency (e.g., "slack") time shall be clearly identified in the project schedule.
The work plan shall be maintained throughout the life of the project and shall be updated as necessary (weekly at a minimum) to reflect the accurate status of the project.

c. Project governance structure - Define a project governance structure, decision-making process, and escalation strategy. This structure shall facilitate effective oversight and management of the project, ensuring that all project risks and issues are promptly addressed. The Contractor shall maintain a decision log to track the outcomes of governance decisions pertaining to project risks and issues.

d. Scope management process - Establish and adhere to a scope management process that encompasses procedures for handling scope changes, including both additions and subtractions from the original scope. All scope changes must be documented, evaluated, and approved by the City's Project Management Team through the defined Integrated Change Management Process.

e. Risk and Issue Management Plans & Logs – Develop and implement comprehensive Risk and Issue Management Plans and Logs. These plans shall include an escalation plan to address critical risks and issues promptly, including outlining the approach to track, score, prioritize, and respond to risks and issues throughout the project lifecycle.

f. Status reporting process and templates – Establish a structured status reporting process, detailing the frequency and format of status reports. Additionally, the Contractor shall provide templates that clearly outline the required information for reporting project progress, risks, issues, and other relevant updates.

g. Document Management and Collaboration Process – Outline a Document Management and Collaboration process that describes the location and guidelines for storage, access, and management of all project documents and artifacts to ensure efficient document retrieval and version control.

14. Change Control Plan - The change control plan documents how to manage the process for reviewing, accepting and rejecting change requests.

15. Integrated Change Management Plan - The Integrated Change Management Plan shall outline the process for identifying, evaluating, authorizing and implementing proposed changes in requirements, schedule, and budget, as well as Solution design and acceptance criteria.

16. Quality Management Plan – Develop a Quality Management Plan. This plan shall include descriptions of quality tools, techniques, and activities used to monitor quality performance and ensure adherence to project processes.

17. Resource Management Process – Ensure appropriate staffing of human resources on the project. This approach shall include on-boarding and offboarding processes for both the Contractor and City project resources are established. Furthermore, project roles and responsibilities for all project activities shall be clearly defined using a responsible, accountable, consulted, informed (RACI) model.

18. Communication Plan – The Communication Plan shall detail the varying levels and needs of the project's stakeholders for information regarding the project, status, accomplishments, impact on stakeholders, etc. The plan shall also define the communication vehicles, target stakeholders, language/wording to employees at various levels, and the scope and frequency of the project's communications vehicles.

19. Deliverable Management Strategy – The strategy shall encompass planning, creation, submission, review, and approval processes for all project deliverables and ensure efficient and timely completion and acceptance of deliverables.

20. Requirements Analysis and Management Plan - The Requirements Analysis & Management Plan shall detail the approach to capturing and maintaining requirements traceability throughout the development process. This plan shall detail the methods, tools, and technologies used to capture, catalog, and manage System requirements and building upon and maintaining the Use Cases and functional and non-functional requirements.

C. Enterprise Analysis and Design

1. Objective: Consists of reviewing, validating, and refining the initial system requirements, including functional, non-functional (technical) and interface requirements, conducting gap analysis, and finalizing the baseline T&L solution specifications in alignment with the City's business needs. The Contractor shall

incorporate all refined requirements identified during this phase into the **System Design Document**. Additionally, the **Detail Design Document** must serve as the blueprint for all subsequent development, configuration, testing, and implementation activities.

2. Contractor Responsibilities

   a. Requirements Validation and Traceability

      i. Review and validate all functional and non-functional requirements as defined in **Exhibit A: Functional Requirements.**

      ii. Develop and maintain a comprehensive Requirements Traceability Matrix (RTM) that maps each requirement to the corresponding design, configuration, test case, and deployment activity.

      iii. The RTM must serve as the primary tool to ensure full coverage, traceability, and accountability throughout the system lifecycle, from analysis through production cutover.

      iv. The RTM shall be updated iteratively and delivered for formal review and approval at the conclusion of this phase.

   b. Future-State Solution Design

      i. Facilitate a structured analysis to develop a future-state solution design aligned with industry best practices and the City's strategic workforce goals.

      ii. Collaborate and guide the City on how to leverage the T&L solution to modernize operational processes and enhance analytical decision-making. The design-level requirements will be collaboratively derived from City stakeholder inputs, including data collection and review of current state data and business processes. Visioning sessions with stakeholders will be conducted to finalize design decisions.

      iii. Document the resulting design decisions in a Solution Design Document, which must include system workflows, business rules, roles, configuration decisions and reporting needs.

   c. Stakeholder Engagement and Requirements Gathering

      i. Plan and conduct structured stakeholder workshops to collect, validate, and refine design-level requirements.

      ii. Actively engage business and technical stakeholders to ensure comprehensive input is captured and integrated into the design process.

      iii. Workshops should be used to promote effective communication and enable the Contractor to gather key insights for shaping the future-state solution.

iv. Meet with stakeholders to understand business objectives, current activities, progress to date, and other relevant context.

d. Business Process Fit-Gap Analysis

i. The Contractor shall review business process documentation and conduct interviews to perform business process fit gap analysis.

ii. Identify the changes required to align to the City business processes which standard T&L solution configurations.

iii. The analysis shall:

I. Identify where standard configuration meet functional requirements.

II. Recommend improvements to enhance process performance by leveraging native solution capabilities.

III. Develop software solution recommendations required to eliminate functional gaps.

IV. The fit-gap analysis must describe City business functions and processes that may require special adaptation to meet operational needs, and propose feasible alternatives to customizations, such as business process reengineering.

V. The analysis must also detail the risks, issues, and long-term costs the City may face if the identified gaps are not addressed.

e. Validated Requirements Documents

I. Confirmation of all functional requirements from **Exhibit A: Functional Requirements**.

II. Includes clarifications, assumptions and any additional requirements identified during the analysis.

III. Requirements Traceability Matrix (RTM) shall at a minimum, define the following:

I. Traceability of all Functional and Technical requirements as defined in **Exhibit A: Functional Requirements** as finalized in the contract.

II. Associated documentation supporting the fulfillment of each requirement, including test plans, test scenarios, acceptance criteria, and results.

III. Documented validation of requirement disposition status, indicating whether each requirement has been met, not met, or is no longer in scope.

IV. Fit-Gap Analysis Report

    I. Identifies alignment between the T&L system's standard capabilities and the City's business needs.

    II. The report shall document:

        I. Recommended changes to business processes

        II. Use of configuration vs. customization

        III. Any required extensions or exceptions

        IV. Risk, issue, and cost implications of unaddressed gaps

f. Change Impact Assessment

i. Assess the impact of the future-state solution on existing roles, processes, and policies.

ii. Deliver a Change Impact Assessment that outlines:

    I. Key changes to business processes and user responsibilities.

    II. Implications for training, communications, and policy updates.

    III. Dependencies or constraints that may affect downstream phases.

iii. Solution Design Document shall at a minimum, define the following:

    I. Description of implementation methodology (e.g., agile, waterfall, etc.)

    II. Description of user interface(s)

    III. Detail specifications for business rules, workflows, external system interfaces, validations, design features, screen layouts, and performance requirements

    IV. Process, approach, and recommendations for required future state interfaces, considering current state interfaces as a starting point.

    V. Solution software configuration and setup requirements which must be compatible with current or planned City security tools.

    VI. Specifications for solution customizations.

    VII. Security design and programming specifications (which will be subject to City Information Security review and approval in line with City standards and requirements).

    VIII. Inventory of reports and/or analytics.

    IX. Inventory of integrations and business descriptions.

X. Documentation for application, data/content, and integration architectures to be approved by the City's Information Security Office.

XI. Design of target datasets.

XII. The Contractor shall be responsible for the design, configuration, and documentation of all workflows (Visio is the standard) and the training of the City resources to maintain the workflows going forward. The City expects to utilize the standard level of workflows normally utilized by a City of similar size and complexity.

iv. The System Architecture Document shall include a proposed architectural solution that shall enable and support the solution, including detailed information on:

I. Proposed Hardware and Operation System Platform

II. Software Development Tools and Languages

III. Database Type and Structure

IV. Software Products (COTS)

V. Proposed Software Components

VI. Proposed Network Infrastructure

VII. Proposed Application Architecture

VIII. Proposed Data Architecture

IX. Plan for integration of and compatibility with City security tools.

D. Solution Development and Configuration

1. Objective: The objective of this phase is for the Contractor to complete the system build in accordance with the finalized design specifications. This includes the development, configuration, and documentation of all system components, integrations with external systems, and the execution of data conversion and migration activities. Data migration must include the transition of current Time & Labor (T&L) data and the digitization of applicable paper-based forms. The City prefers an iterative, collaborative development approach that promotes frequent engagement with City Subject Matter Experts (SMEs). The Contractor is expected to provide early and ongoing demonstrations of system functionality, including working prototypes, to enable timely feedback, reduce rework, and ensure alignment with business needs. End users should be engaged early in the process to validate usability and functionality through hands-on interaction with the evolving solution.

2. Contractor Responsibilities

a. Provide a Comprehensive Implementation Approach

  i. Deliver a complete implementation plan encompassing application configuration, interface development, and data conversion design, grounded in industry best practices and aligned with the City's strategic and operational requirements.

b. Using the approved Requirements Traceability Matrix (RTM), Implementation Plan, and detailed design artifacts from the prior phase, configure the solution and perform required development activities—including interface development—according to the Contractor's established software implementation methodology.

c. Ensure seamless integration of all functional modules, workflows, business rules, interfaces, and system components to deliver a cohesive and fully functional Time & Labor (T&L) solution

d. Design and develop new reports as specified by the City and modify existing reports as needed to support business operations and comply with reporting requirements.

e. Proactively engage with City stakeholders by demonstrating working prototypes and in-progress solution components to gather iterative feedback and ensure alignment with user expectations and operational goals.

f. Data Conversion and Migration Planning

  i. Develop a detailed Data Conversion and Migration Plan that outlines the scope, strategy, and execution approach for migrating legacy T&L data, including digitizing paper forms where applicable. This plan must:

    I. Collaborate with designated City personnel (or legacy system contractors) to define data mapping logic, conversion algorithms, data validation procedures, and exception handling processes.

    II. Identify dependencies and risks related to legacy system integration and data quality.

g. Cutover and Deployment Planning

  i. Conduct thorough cutover planning activities and develop a Cutover Plan that defines readiness assessment criteria, go/no-go decision checkpoints, contingency/fallback plans, and communication protocols.

  ii. Facilitate deployment planning workshops with City stakeholders to define deployment strategy, including considerations for site-specific needs and rollout risks.

        iii. Create a comprehensive Project Deployment Plan that outlines activities, key milestones, interdependencies, schedule, risk mitigation strategies, and readiness checkpoints.

        iv. Maintain and update the Deployment Plan throughout the project lifecycle to reflect new risks, changes, or decisions.

h. Project Deployment Plan

        i. Finalize the deployment schedule in coordination with City leadership. The implementation is expected to follow a single-deployment ("big bang") approach, eliminating the need for dual-system operation. The production deployment date must receive approval through the City's eCAB rules.

i. Create the Project Deployment Plan using the information gathered during the workshops, outlining the approach, activities, milestones, schedule, schedule dependencies, risk identification, mitigation strategies, and pre-cutover readiness assessment activities.

        i. The implementation is expected to occur in single deployment (e.g., "big bang") to reduce its need to manage two concurrent systems.

        ii. The Contractor shall continuously update and maintain the Project Deployment Plan throughout the project lifecycle and incorporate any necessary revisions to adapt as necessary.

        iii. Finalize the Project Deployment Schedule – Once City has approved the Project Deployment Plan, the Contractor shall finalize the project deployment schedule.

j. Systems Extensions and Enabling Tools

        i. Provide a clear strategy for implementing system extensions—including advanced configurations, custom reports, personalizations, or code extensions—only when necessary.

        ii. The Contract shall emphasize the use of out-of-the-box configuration capabilities and best-practice workflows to minimize cost, complexity, and versioning risk, and;

        iii. Ensure any required extensions align with the T&L platform's extension framework and do not constitute unsupported customizations.

        iv. Ensure any required extensions align with the T&L platform's extension framework and do not constitute unsupported customizations.

3. Deliverables

a. Solution Implementation Plan - The Contractor shall provide a detailed Solution Implementation Plan that outlines the Time and Labor (T&L) Replacement

implementation approach, including the tools and methodologies to be used across application design, interface design, and data conversion. At a minimum, the plan shall include:

i.   The software development methodologies and tools (e.g., Agile, DevOps) to be employed across development environments.

ii. The industry-standard software development tools and methodologies to be leveraged in all development environments.

iii. How T&L solution replacement conforms to defined standards for system design and systems architecture.

iv. The approach for gathering design-level specifications and developing the design documentation for custom-built components, including interfaces.

v.   Detailed plans for integrating the solution with the systems used by City.

vi. Documentation of third-party infrastructure service providers and associated communication and management processes.

vii. Communication protocols for engaging City and external users of infrastructure services.

b. Configuration Management Plan - The Contractor shall develop and maintain a Configuration Management Plan that defines the processes and tools used to manage solution configurations. The plan must include:

i.   Identification and control of configuration items.

ii. A configuration register detailing tracked assets.

iii. Configuration audits and reviews to be conducted at key milestones.

iv. Release management controls across development, test, and production environments.

v.   Defined roles and responsibilities for both Contractor and City technical staff.

c. Integration Specification Document - The Integration Specification Document shall contain the following:

i.   Design specifications for all integrations between the new solution and each system/application.

ii. Definition of service-based integration specifications, including all input/output parameters and data types

iii. Mapped source and destination of each integration field (e.g., database table name/field)

      iv. Integrate requirements (e.g., expected behaviours, business outcomes to be achieved)

      v. Map back to the relevant functional and technical requirements to demonstrate compliance

      vi. Integrate workflow diagrams that illustrate user and system-to-system interactions, including alternate and exception paths.

d. Security Plan **-** The Contractor shall provide a Security Plan describing the approach to maintaining system security throughout the lifecycle of the T&L Replacement project. The plan shall include:

      i. Roles and responsibilities for security operations.

      ii. Processes for threat detection, incident response, containment, recovery, and post-incident analysis.

      iii. Methods for maintaining compliance with evolving City cybersecurity policies and regulatory standards.

e. Disaster Recovery and Business Continuity Plan: The Contractor shall provide a Disaster Recovery and Business Continuity Plan that outlines procedures to maintain or quickly restore T&L system functionality following a disaster. The plan must:

      i. Define roles and responsibilities for recovery teams.

      ii. Outline recovery scenarios and related activities.

      iii. Detail data backup frequency and validation.

      iv. Demonstrate the ability to meet or exceed a 15-minute Recovery Time Objective (RTO) and a 60-minute Recovery Point Objective (RPO).

f. Infrastructure Support Plan - The Contractor shall develop an Infrastructure Support Plan detailing:

      i. The definition and certification of development, test, and production environments.

      ii. Environment change control procedures.

      iii. Maintenance protocols for both application and infrastructure layers.

      iv. Capacity planning and performance tuning.

      v. Deployment processes and post-deployment support procedures.

      vi. Monitoring tools and services.

g. Dashboards and Reporting Plan **-** The Contractor shall describe the approach to delivering operational and analytical reporting capabilities required by the City. The plan shall include:

    i. Tools and platforms used for reporting and analytics.

    ii. Inventory of standard reports and dashboards.

    iii. Capabilities for ad hoc reporting, report scheduling, and user access controls.

    iv. Integration with business intelligence (BI) and data visualization tools.

h. Data Conversion and Migration Plan - The Contractor shall provide a comprehensive Data Conversion and Migration Plan to support the migration of legacy data and physical records into the new T&L solution. The plan must include:

    i. Scope and Approach: Including the conversion of existing T&L data and the digitization of applicable paper-based forms.

    ii. Data Structure, Volume, and Quality: An assessment of current data characteristics.

    iii. Data Mapping: Field-level mapping from source systems to the target T&L solution.

    iv. Data Transformation Rules: Detailed business rules and logic used during the conversion process.

    v. Testing Approach: Including automated validation routines, reconciliation reports, and walkthroughs with City personnel to validate migration results.

    vi. Data Validation and Exception Reporting: Processes for identifying, tracking, and resolving conversion exceptions.

    vii. Stakeholder Communication Plan: Approach for keeping key stakeholders informed of data conversion progress, risks, and outcomes.

    viii. Data Governance Framework: Policies and controls to ensure data integrity, accuracy, and compliance throughout the conversion process.

E. Organizational Change Management

1. Organizational Change Management (OCM) shall be treated as a continuous and integrated workstream throughout all phases of the project lifecycle. The Contractor shall assign dedicated OCM resources responsible for supporting planning, stakeholder engagement, change readiness, communication, training, and post–go-live adoption activities. OCM deliverables shall be developed and delivered in parallel with functional and technical tasks to ensure a successful transition to the new Time and Labor (T&L) system.

2. The City will designate a full-time resource who will be accountable for overseeing overall organizational change management and will serve as a key partner to the Contractor. The Contractor shall lead OCM activities focused on helping City business users and IT staff adapt to the changes resulting from implementation of the new T&L solution. The Contractor's OCM team will have primary responsibility for developing and executing the project-specific change management strategy and will provide advisory support for broader organizational and stakeholder-facing change activities. This includes tailoring communications and engagement for all user groups, from casual users to super users.

3. The Contractor shall develop and provide a staffing plan that defines the City resources required for successful implementation. This plan must outline the number of staff, roles and responsibilities, skillsets, expected participation levels, and estimated time commitments (including timeframes and anticipated hours).

4. Identify and prepare a staffing plan rationalizing staffing needs that the City must commit to the implementation, regarding the number of people, roles, responsibilities, skills, and participation levels including anticipated time frames and hours.

5. While the City will develop and manage the overarching Citywide change management strategy and communications, the Contractor's OCM and Communications teams are expected to provide expert input and guidance on high-impact activities. This guidance should be informed by the Contractor's experience implementing similar solutions in jurisdictions of comparable size and complexity.

F. Testing

1. Objective: The objective of the Testing Phase is to validate that the configured Time and Labor (T&L) system meets the City's functional, technical, security, and performance requirements as defined in the approved design and traceability documentation. This phase ensures that the solution is ready for production deployment and supports the City's business processes with high quality, usability, and reliability.

2. Contractor Responsibilities

   a. The Contractor shall perform validations that all application components work as designed and expected by the City, as configured, and that they work together in an integrated process and as a whole to perform its specified functions, including integrations to other applications already in the production environment or being developed by the City or other third parties.

   b. Develop a Test Plan that defines the overall testing approach, including test types (e.g., unit, integration, system, user acceptance, performance, and security testing), test environments, testing tools, roles and responsibilities, and entry/exit criteria for each test cycle.

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    c. Track differences in updates and configuration changes that impact the functionality in the test environment and data where required by the project, including demonstration of requirements traceability to verify the requirements as specified in the requirements document have been satisfied.

    d. Develop and maintain test scripts and test cases that cover all functional and non-functional requirements defined in the RTM.

    e. Support City testers during testing execution, provide test data, log test results, track and manage defects using a mutually agreed-upon defect tracking tool, and retest as required.

    f. User Acceptance Testing (UAT)

        i. Work collaboratively with the City to plan and execute UAT, ensuring key business users validate that the system meets their needs.

        ii. Provide UAT training, environment support, and technical assistance throughout UAT execution.

        iii. Review UAT testing results for compliance with policies, procedures, plans, and test criteria and metrics (e.g., defect rates, progress against schedule, etc.).

    g. Develop testing environment specifications, testing schedule, tools and templates to document and discuss various Test Results.

    h. Perform regression testing to ensure that updates or changes to the solution do not introduce defects in previously functioning areas of the system.

    i. Design and execute performance tests to confirm the system can handle peak user and data loads within acceptable response times.

    j. Develop final Acceptance process and criteria for various test cycles and scenarios.

3. Deliverables

    a. Test Plan

        i. Comprehensive document outlining the testing scope, approach, types of testing to be conducted, roles, tools, environments, and testing schedule.

    b. Test Scripts and Test Cases

        i. Complete set of test scripts and cases mapped to the RTM with traceability to requirements, including input data, expected results, and outcomes.

    c. Defect Log and Summary Reports

        i. A regularly updated log of all defects found during testing, including severity, resolution status, and resolution timeframes.

      ii. Summary reports identifying key testing outcomes, defect trends, and test coverage.

  d. User Acceptance Testing (UAT) Plan and Execution Results

      i. A City-approved UAT plan, including test scenarios, test schedule, and test participants.

      ii. Documentation of UAT results, sign-offs, and issue resolutions.

  e. Testing Environment Configuration Documentation

      i. Details of all test environments, including system configurations, test data, integrations, and access protocols.

  f. Performance and Load Testing Results

      i. Reports on load and performance test outcomes including response times, system throughput, bottlenecks, and recommended optimizations.

  g. Security and Accessibility Test Results

      i. Documentation of all vulnerabilities identified and remediated, along with compliance with City security policies and accessibility standards.

  h. Final Testing Summary Report

  i. A comprehensive report summarizing all testing activities, coverage metrics, defect status, test completion status, and a formal recommendation on system readiness for production deployment.

G. <u>Training and Knowledge Transfer</u>

  1. Objective: The objective of the Training Phase is to prepare end users, administrators, and technical support staff to effectively use, manage, and support the new T&L system. The Contractor shall develop and deliver a comprehensive, role-based training program tailored to the City's diverse user groups. The training shall ensure knowledge transfer, user proficiency, and organizational readiness for go-live and sustained system adoption.

  2. Contractor Responsibilities

    a. Create a Training Plan that defines:

      i. the approach and methodology

      ii. Learning objectives by role

      iii. timelines and milestones

      iv. training tools and technologies

      v. delivery methods (e.g., instructor-led, virtual, self-paced eLearning)

     vi. training environments

     vii. Resource and facility needs.

b. Define roles and responsibilities for the Contractor, the City, and any third parties involved in the training effort.

c. Collaborate with the City to identify training audiences, learning objectives, and skill gaps to customize training content appropriately.

d. Recommend training methods and materials for each user group based on their roles (e.g., payroll staff, HR, supervisors, end users, IT admins).

e. Develop comprehensive, role-based training materials, including:

     i. User guides and reference materials

     ii. Quick reference guides

     iii. Presentation slide decks

f. Describe the types of documentation that the Contractor has that can be leveraged for in-person training, eLearning, and knowledge transfer activities. Training materials are required to be uploaded to the City's Cornerstone Learning Management System (internally known as Phoenix You) for eLearning. Formats shall include SCORM or AICC.

g. Customized training materials shall be developed by the Contractor as part of the solution. The curriculum and training materials provide the collateral that will be used in initial training and refresher training on an ongoing basis, this includes the following:

     i. Course presentation materials/user manuals (Trainer Version).

     ii. Course presentation materials that are current with the configuration and production release.

     iii. Training data specifications for training exercises (if applicable), including training data initialization procedures.

     iv. All training materials shall be provided in an editable Word format, prior to being submitted to Phoenix You, (Cornerstone LMS), that will allow the departments to modify and append as needed.

     v. Summary of all training provided, including course, date, and attendees.

h. Prepare a dedicated training environment configured with realistic test data and scenarios for hands-on training

i. Deliver Training Sessions

     i. Conduct live and/or virtual sessions for identified user groups

      ii. Provide "Train-the-Trainer" sessions for designated City personnel.

      iii. Ensure alignment of all training content with the final production system configuration

3. Deliverables

    a. Training Plan - A comprehensive document that outlines:

      i. Training objectives, strategy, scope, and schedule

        I. Delivery methods (e.g., instructor-led, virtual, eLearning)

        II. Training tools and environments

        III. User roles and audience segmentation

        IV. Resource and support requirements

        V. Approach for course evaluation and feedback

      ii. Training Needs Assessment Summary - A documented analysis of:

        I. Skill and knowledge gaps by role

        II. Recommended training methods per audience

        III. Training priorities and sequencing

      iii. Training Materials - Role-specific, configuration-aligned materials for all user groups, including:

        I. Instructor-led training (ILT) slide decks

        II. Participant handouts and exercises

        III. Quick reference guides (QRGs)

        IV. Job aids and cheat sheets

        V. End-user and admin user guides

        VI. "Train-the-Trainer" materials

        VII. SCORM- or AICC-compliant eLearning modules for LMS upload

        VIII. Training Environment Configuration Guide

        IX. Training Delivery Schedule

4. Training Evaluation Summary Report**Table 6. Training Roles and Responsibilities**

    a. Develop core team training plans including for solution configurations, administration, end-users and for Train-the-Trainers.

b. Review Contractor draft Training Plan and provide feedback.

c. Refine Contractor Training Plan based on provided feedback.

d. Approved Contractor's refined Training Plan.

e. Develop content for various trainings, unique to the City's configurations and users including training documentation, manuals, guides/reference sheets, online help, videos, learning system material, etc.

f. Ensure training content meets the requirements and the City quality standards.

g. Work closely with the City project manager and business leads to develop a schedule for training.

h. Train the core project team, all the City designated trainers and change management champions.

i. Develop and coordinate training (scheduling resources, classrooms, recordings etc.).

j. Deliver training and support documentation.

k. Ensure proper and timely knowledge transfer.

H. Production Go-Live and Hypercare

1. Objective: The Contractor shall plan and execute all activities required for a successful cutover to the T&L Solution. This includes verifying the readiness of compiled modules, business rules, data, documentation, infrastructure, integrations, and all components required to support the production environment. The Contractor shall ensure a seamless transition by maintaining continuity of operations, coordinating system decommissioning as functionality is replaced, and sustaining integration points as needed throughout the cutover. The City's strong preference is for a single ("big bang") deployment to reduce the burden of managing two systems concurrently; however, the City will consider phased deployments if the Contractor provides a different approach.

2. Contractor Responsibilities

a. Confirm readiness of all hosted infrastructure and third-party components supporting the T&L system.

b. Submit updated versions of all applicable implementation plans (e.g., test plan, risk management, deployment, disaster recovery) to reflect final production actions.

c. Submit the Final As-Built System Documentation and all technical documentation required for knowledge transfer to the City.

d. Lead execution of the Cutover Plan and transition to production operations.

e. Support final data migration, user access validation, and configuration freeze.

f. Coordinate and document an Operational Readiness Review (ORR) to support the City's go/no-go decision process.

g. Provide stabilization support ("hypercare") following go-live to address any issues and ensure continuity of business operations.

h. Develop and deliver a Cutover Completion Report validating all production transition steps were complete.

3. Deliverables

a. Conduct an Operational Readiness Review (ORR) to confirm that the solution, infrastructure, integrations, security, and support structure are ready for production use.

    i. Provide a formal Go/No-Go Recommendation report summarizing:

        I. System validation results

        II. Integration and performance status

        III. Open risks/issues

        IV. Business and stakeholder readiness

        V. Staffing plan and support availability

        VI. Fall-back/contingency plans

        VII. Finalized Cutover Plan & Schedule

    ii. Submit a detailed Cutover Plan that includes:

        I. All tasks and milestones leading up to production launch

        II. Roles and responsibilities for cutover execution

        III. Schedule, key timing, communication protocols, and fallback options, if needed

    iii. Provide a Cutover Schedule with clearly defined sequencing, resource commitments, and stakeholder touchpoints.

4.9. Post Go-Live Support & Operations and Maintenance

A. Objective: Ensure the continued stability, performance, security, and user adoption of the new Time and Labor (T&L) system following go-live. This includes structured support during the stabilization period (Hypercare), followed by transition into ongoing operations and maintenance. The Contractor shall provide technical support, maintenance updates, system monitoring, incident resolution, and knowledge transfer to City staff to enable long-term self-sufficiency.

B. Contractor Requirements

1. Hypercare / Stabilization Support

   a. Provide Post-Go-Live Support Services for a defined stabilization period.

   b. Monitor system performance, user experience, integrations, and data integrity.

   c. Respond to and resolve any incidents, defects, or configuration issues

   d. Facilitate daily/weekly check-ins with City stakeholders during stabilization.

   e. Document all issues, root causes, and resolutions in a shared issue log.

2. System Monitoring and Performance

   a. Implement monitoring tools and alerts to proactively identify performance issues or integration failures.

   b. Provide City with access to monitoring dashboards or regular performance reports.

   c. Establish standard metrics and thresholds for system uptime, job completion times, and user load.

3. Support and Maintenance Services

   a. The City expects the Contractor to provide post-implementation support, maintenance and operations (M&O), for 5 years with potential for one year extension.

   b. Provide an Operations and Maintenance Plan detailing:

      i. Support hours (e.g., business hours, after-hours emergency support)

      ii. Communication channels for support

      iii. Incident response and resolution timelines (SLA-based)

      iv. Scheduled maintenance windows and procedures

      v. Software patching, bug fixes, and configuration updates

   c. Perform regular maintenance updates, including:

      i. Security patches

      ii. Application updates or vendor releases

      iii. Regression testing before applying updates

      iv. Ensure continued compliance with City security, privacy, and data protection standards.

4. The Contractor shall have as established services level requirements that included but not limited to the following:

a. System Availability: The T&L system shall have a minimum uptime of 99.9% or higher, measured on a monthly basis, excluding scheduled maintenance windows.

b. Incident Response Time: The contractor shall respond to reported incidents within a specified timeframe. For critical or high-priority incidents (Level 1), the response time shall not exceed 30 minutes during business hours and 1 hour during non-business hours. For non-critical incidents (Level 2), the response time shall not exceed 1 hour.

c. Incident Resolution Time: The contractor shall resolve critical or high-priority incidents (Level 1) within a maximum timeframe of 2 hours during business hours and 4 hours during non-business hours. Non-critical incidents (Level 2) shall be resolved within a maximum timeframe of 24 hours.

d. Regular Backups: The contractor shall perform regular data backups to prevent data loss. Backups shall be conducted at least once a day, with backup copies stored securely offsite.

e. Disaster Recovery: The contractor shall have a comprehensive disaster recovery plan in place to minimize data loss and ensure prompt system recovery in the event of a disaster. The plan shall include backup and restoration procedures, as well as procedures for system and data recovery.

f. Security Measures: The contractor shall implement and maintain appropriate security measures to protect the T&L System and the data it contains. This includes encryption of sensitive data, access controls, regular security audits, and compliance with relevant data protection regulations.

g. System Updates and Maintenance: The contractor shall provide advance 72-hour notice to the customer of any scheduled maintenance windows or system updates that may result in temporary unavailability. Maintenance activities shall be scheduled during off-peak hours to minimize impact on system availability.

h. Support and Assistance: The contractor shall provide ongoing technical support and assistance to the customer, including training, troubleshooting, and issue resolution. Support requests shall be acknowledged within a specified timeframe, typically within 24 hours, and issues shall be resolved within a specified timeframe, typically within 48-72 hours.

4.10. Post Go-Live and Support Services

A. Service Management

1. The Contractor is expected to perform the following activities related to the monitoring and maintenance of the proposed solution as listed in the table below:**Table 7. Service Management Roles and Responsibilities**

      a. Monitor, track, and report on data and usage.

      b. Grant data access and ingestion.

      c. Maintain version control and configuration management.

      d. Perform system backup, restore and archiving.

      e. Service coordination activities.

      f. Manage, track, and report on all licenses required to ensure the solution remains operational.

      g. Develop approach for SLA tracking including performance measures, tools and techniques and format and frequency of reporting.

      h. Review and approve approach to SLA reporting.

      i. Report on SLAs based on reporting frequency.

      j. Review SLAs and raise concerns when applicable.

      k. Remediate raised SLA concerns.

B. Application Administration

  1. The Contractor is expected to perform the following activities related to the maintenance and support of the applications. This includes responsibility for release management, configuration management, backup/restore and enhancement management.

  2. The Contractor shall describe its configuration methodology and approach to include the use of automation tools across the full DevSecOps pipeline (e.g., Azure DevOps, Azure Pipelines, GIT, etc.).

  3. The Contractor shall clearly specify the various environments that will be used throughout the development cycle which, at minimum, include the following environments:

      a. Sandbox

      b. Development

      c. Testing

      d. Pre-production

      e. Production

  4. The Contractor shall establish a release strategy and typical schedule with respect to patches, underlying vendor platform releases (as applicable), minor/major enhancements release upgrades and zero-day patching. This shall include the Contractor's process and duration for releases from the time it is in the sandbox environment to when it must be deployed in production, including for released by the underlying T&L SaaS vendor (if applicable) and separately for high priority/security

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patches.

Table 8. Application Management Roles and Responsibilities

a. Maintain Solution Identity, Authentication, and Access security configuration and processes.

b. Configure the initial setup and data population for Solution Identity, Authentication and Security Access and train City staff to maintain it moving forward.

c. Maintain Configuration Log of distributed and implemented releases by the Contractor .

d. Maintain Configuration Log of distributed and implemented releases for Solution configurations (Application, Process flows, Workflow, Reports, Integration and Customization) including version history, configuration/code branch merge capabilities, etc.

e. Receive, log, and review functional releases from Contractor.

f. Assess application enhancement requests including change impact, estimation of required effort, technical approach and change approval requirements.

g. Determine impact of release to installed configuration.

h. Review release impact analysis and approve release deployments.

i. Implement, test, and deploy release.

j. Maintain Solution Configuration (Application, Process flows, Workflow, Reports, Integration and Customizations) Documentation (Specifications, test scripts, training documentation, help desk material).

k. Document any customizations (Application, Process flows, Workflow, Reports and Integrations).

l. Identify, document, and justify changes to solution configuration.

m. Design and build configuration Changes in Development environment.

n. Promote Change to Test Tenant and perform testing.

o. Promote to Production and execute Deployment tasks.

p. Schedule and perform Solution backups.

q. Request scheduled refreshes in Test environments.

r. Test backups at least quarterly.

5.

C. Extensions Management

1. It is expected that the new T&L solution will avoid customizations and take advantage of configuration capabilities and out-of-the-box best practice workflows to minimize cost, effort, and future version incompatibility risks. In the unlikely event of

a need for addressing a critical and warranted capability that cannot be addressed out-of-the-box, the approach needs to be based on using the T&L solution extensions guidelines and best practices instead of customizations.

2. The City is expecting the Contractor to manage all developed system extensions, including configurations, workflows, and reports management personalization in the ongoing state. Contractor is expected to provide suggestions for best practice and approach for implementing and managing system extensions in the future T&L solution.

D. Service Desk & Break Fix

1. The Contractor shall work with the City and other partners to use the City ITSM help desk and problem ticket support services with clear service levels to ensure responsive, reliable, and knowledgeable support is provided during and after implementation. The City requires support through the duration of the project and post-production for the duration specified in the final contract.**Table 9. Help Desk Roles and ResponsibilitiesRoles and Responsibilities ContractorThe CityHelp Desk** Work with the City to develop an integrated process to manage a three-tier help desk, documenting hours of operation and support tools and processes for all support levels, including tracking and escalating critical incidents that impact the solution SLAs.X Provide Level 1 Help Desk support. XDevelop support artifacts (knowledge transfer, help desk services documentation etc.).X Provide Training for identified the City Help Desk resources.X Provide Level 2 Help Desk Support integrated with the City's ticketing system. XProvide Level 3 support including automated integration with the City's ticketing system.X

4.11. Deliverables

A. The Contractor must provide the deliverables listed in table below (Mandatory Deliverables). The City reserves the right to modify or add deliverables at a later date if the need arises due to changing business or technical requirements. Additionally, the delivery and acceptance of designated deliverables in Deliverables, Payment Schedule, and Acceptance Criteria will represent payment points as represented in the payment schedule.

B. Deliverable Reviews and Acceptance

1. Deliverables prepared by the Contractor shall be subject to the review and approval of the City project manager, and/or his or her designee. Contractor shall be prepared to provide walkthroughs of deliverables to facilitate the City deliverable reviews. The City may review, approve, or require modification to Contractor's deliverables. There is no limit to the number of review cycles that may be required to resolve issues.

2. The following table describes deliverable review timelines between the City and the Contractor:**Table 10. Deliverable Review RequirementsDeliverable**

Size	City Review — Round 1	Contractor Response	City Comment Close-out Review
< 20 Pages	4 Business Days	2 Business Days	2 Business Days
< 50 Pages	6 Business Days	2 Business Days	2 Business Days
> 50 Pages	10 Business Days	3 Business Days	5 Business Days

3. In the event the Contractor submits more than one deliverable for review, the page counts of each deliverable shall be added together to determine the number of days for review. Days for review will be the City's business days.

4. For selected deliverables, inflight and post submission deliverable review meetings shall be held. The purpose of the meetings shall be to collaboratively review deliverables, review comments and mitigations, and reach agreement on deliverable concepts and content. Deliverables review meetings shall be called for at the discretion of the Contractor and City Project Manager. The number of deliverable review meetings shall vary based on the complexity and collaboration requirements of the deliverable.

5. The City reserves the right to waive the review and approval of Contractor's work products. The City approval of Contractor's work product shall not relieve Contractor from liability for defects, errors or omissions in the work product that may be discovered after such approval.

6. Approval shall be granted at the City's sole discretion if the deliverable meets all requirements.

7. The Contractor must account for the City's review process when developing schedules, project plans, and timelines. Specific deliverables and acceptance criteria will be finalized as part of the project pre-planning and preparation.

C. Mandatory Deliverables

1. The following table provides a listing of deliverables that are to be provided at a minimum as part of the solution implementation:

Table 11. Deliverables

   a. Project Kick-Off

   b. Project Baseline Schedule

      i. Work Breakdown Structure (WBS)

   c. Project Governance Structure

   d. Scope Management Process

   e. Risk and Issue Management Plans & Logs

   f. Status reporting process and templates

   g. Document Management and Collaboration Process

a. Test objectives

b. Testing scope

c. Testing assumptions

d. Develop a unit, Integration (end-to-end), Performance, Stress, Security, and Regression Test Strategy

e. Develop testing environment specifications, testing schedule, tools and templates to document

f. Create Unit, Integration (end-to-end), Performance, Stress, Security, and Regression Test Plans

g. Defect tracking system

h. Develop and manage UAT test data

2. f

5. Standard Terms and Conditions

5.1. Definition of Key Words Used in the Solicitation

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

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

May: Indicates something that is not mandatory but permissible.

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

"A.R.S." Arizona Revised Statute

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

"City" The City of Phoenix

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

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

"Days" Means calendar days unless otherwise specified.

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

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

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

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

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

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

"Vendor or Seller" A seller of goods or services.

5.2. Contract Interpretation

A. **Applicable Law:** This Contract will be governed by the law of the State of Arizona, and suits pertaining to this Contract will be brought only in Federal or State courts in Maricopa County, State of Arizona.

B. **Contract Order of Precedence:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:

1. Federal terms and conditions, if any

2. Special terms and conditions

3. Standard terms and conditions

4. Amendments

5. Statement or scope of work

6. Specifications

7. Attachments

8. Exhibits

9. Instructions to Contractors

10. Other documents referenced or included in the Solicitation

C. **Organization – Employment Disclaimer:** The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be City's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the City harmless with respect thereto.

D. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

E. **Non-Waiver of Liability:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

F. **Parol Evidence:** This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

5.3. Contract Administration and Operation

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

B. **Discrimination Prohibited:** Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended. Any Contractor, in performing under this contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier/lessee.

C. **Equal Employment Opportunity and Pay:** In order to do business with the City, Contractor must comply with Phoenix City Code, 1969, Chapter 18, Article V, as

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

1. **For a Contractor with _35 employees or fewer:_** Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, Contractor agreements or subleases of this agreement entered into by supplier/lessee.

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

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

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

D. **Legal Worker Requirements:** The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:

1. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.

2. A breach of a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.

E. **Health, Environmental, and Safety Requirements:** The Contractor's products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City. At the request of City representatives, the Contractor will provide the City:

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

2. A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.

3. The City will have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City will also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement. The City further reserves the right to make unannounced inspections of the Contractor's facilities (during normal business hours).

F. **Compliance with Laws:** Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances

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

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

H. **Continuation During Disputes:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

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

J. **Electronic Signatures:** Electronic signatures are valid under Arizona law. Either or all parties may execute this Agreement by scanned or electronic signature, and any such scanned or electronic signature shall be deemed an original, valid, and binding signature if issued with proper signature authority.

5.4. Costs and Payments

A. **General:** Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received. The City will make every effort to process payment for the purchase of material or services within thirty to forty-five calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.

B. **Payment Deduction Offset Provision:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.

C. **Late Submission of Claim by Contractor:** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.

D. **Discounts:** If applicable, payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

E. **No Advance Payments:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the Scope of work for subscription services.

F. **Fund Appropriation Contingency:** The Contractor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Contractor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

G. **Maximum Prices:** The City will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.

H. **F.O.B. Point:** All prices are to be quoted F.O.B. destination, unless specified elsewhere in this solicitation.

5.5. Contract Changes

A. **Contract Amendments:** Contracts will be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.

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

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

5.6. Risk of Loss and Liability

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

B. **Acceptance:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.

C. **Force Majeure:** Except for payment of sums due, neither party will be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. If either party is delayed at any time in the progress of the work by force majeure, the delayed party will notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the causes of such delay in such notice. Such notice will be hand-delivered or mailed certified-return receipt and will make a specific reference to this provision, thereby invoking its provisions. The delayed party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

D. **Loss of Materials:** The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the City.

E. **Contract Performance:** Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in this Agreement. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor. The Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance, unless a different amount of time is

specified in the agreement. In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to its satisfaction and will deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

F. **Damage to City Property:** Contractor will perform all work so that no damage to the building or grounds results. Contractor will repair any damage caused to the satisfaction of the City at no cost to the City. Contractor will take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor will repair and finish to match existing material as approved by the City at Contractor's expense.

5.7. City's Contractual Rights

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

A. **Non-Exclusive Remedies:** The rights and remedies of the City under this Contract are non-exclusive.

B. **Default in One Installment to Constitute Breach:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.

C. **On Time Delivery:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.

D. **Default:** In case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the Solicitation and/or Performance Bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

E. **Covenant Against Contingent Fees:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its

discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

F. **Cost Justification:** In the event only one response is received, the City may require that the Contractor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the Offer price is fair and reasonable.

G. **Work Product, Equipment, and Materials:** All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees to assign to City all rights and interests Contractor may have in materials prepared under this contract that are "works for hire" within the meaning of the copyright laws of the United States, including any right to derivative use of the material.

5.8. Contract Termination

A. **Gratuities:** The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

B. **Conditions and Causes for Termination:**

1. This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty-day written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City will be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

2. The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

   ▪ In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;

   ▪ In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;

- In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality;

- Contractor fails to furnish the required service and/or product within the time stipulated in the contract;

- In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

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

5.9. Notice

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

If to Contractor:

If to City:

5.10. Integration

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

5.11. State and Local Transaction Privilege Taxes

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

5.12. Tax Indemnification

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

5.13. Tax Responsibility Qualification

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

5.14. No Israel Boycott

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

5.15. No Forced Labor of Ethnic Uyghurs

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

5.16. Advertising

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

5.17. Release of Information - Advertising and Promotion

Contractor 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 Contractor without the prior written consent of the City.

5.18. Strict Performance

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

5.19. Authorized Changes

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

5.20. Claims or Demands Against the City

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

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

5.21. No Third-Party Beneficiaries

Except as expressly provided in this Contract, nothing contained herein creates or may be construed to create any right or privilege in any person or entity that is not a party to this Contract.

6. Special Terms and Conditions

6.1. Term of Contract

The term of this Contract will commence on or about March 1, 2026 and will continue for a period of **five (5) years** thereafter. This Contract includes **five (5) one-year options** to extend the term, for an aggregate **ten (10) years**, which may be exercised by the sole discretion of the City.

6.2. Price

All prices offered shall be firm and fixed for the entire term of the contract. Price decrease requests do not require supporting documentation and are allowed at any time during the contract term.

6.3. Method of Ordering

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

6.4. Method of Invoicing

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

- City purchase order number or shopping cart number

- Items listed individually by the written description and part number

- Unit price, extended and totaled

- Quantity ordered, back ordered, and shipped

- Applicable tax

- Invoice number and date

- Delivery address

- Payment terms

- FOB terms

- Remit to address

6.5. Method of Payment

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

6.6. Partial Payments

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

6.7. Supplier Profile Changes

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

6.8. Estimated Quantities or Dollar Amounts

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

6.9. Suspensions of Work

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

6.10. Hours of Work

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

6.11. Post Award Conference

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

6.12. Performance Interference

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

6.13. Cooperative Agreement

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

6.14. Exclusive Possession

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

6.15. Licenses and Permits

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

6.16. Miscellaneous Fees

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

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

6.17. Documentation

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

B. **FORMAT AND QUALITY**: All documents prepared by Contractor will be prepared in a format and at a quality approved by the City.

C. **DOCUMENT REVIEW**: Contractor will review all documents provided by the City related to the performance of the Services and will promptly notify the City of any defects or deficiencies discovered in such review.

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

6.18. Demonstration

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

6.19. Hiring of Each Other's Personnel

Without the prior written consent of the other party, each party shall not actively target for hire personnel of the other party through the term of this Agreement and for six (6) months after the expiration or termination of the last Statement of Work executed by the parties. This prohibition does not apply to or affect in any way the City's standard recruitment processes. The City will not pay a fee or owe any compensation whatsoever to the Contractor if Contractor's employee files an employment application, competes successfully and is hired into a City position.

Individuals who are employed by Contractor agency and who are on assignment at the City may file an application for regular City employment and be considered on the same merits and qualifications as would all other applicants. For this reason, compensation to Contractor would not be appropriate and not incurred if such worker succeeds in the selection process and is appointed to a regular City position.

6.20. Liquidated Damages

If the Contractor fails to deliver the supplies or perform the services within the time specified in its contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the City as fixed, agreed and liquidated damages for each calendar day of the delay, the amount of 1,000. The City may terminate this contract in whole or in part as provided in the "Default" provision. In that event, the Contractor shall be liable for such liquidated damages accruing until the City may reasonably obtain delivery or performance of similar supplies and services. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond its control and without fault or negligence, as determined by the City. The Chief Procurement Officer will be the sole judge in determining the liquidated damages.

6.21. Single Source for Warranty Work

Contractor shall be fully responsible for all warranty work. In addition, Contractor shall have or establish a single local Phoenix source that will accomplish or coordinate any necessary warranty work. Contractor shall respond to requests for repairs within N/A after a verbal request by the City.

6.22. Warranty

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

STANDARDS AND PRACTICES:

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

QUALIFICATIONS:

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

INTELLECTUAL PROPERTY WARRANTIES:

Contractor warrants that:

A. The Technology Assets will be free of the rightful claim of any third party for or by way of infringement or misappropriation of patent, copyright, trade secret, trademark or other rights arising under the laws of the United States;

B. No act or omission of Contractor will result in a third party holding any other claim that interferes with the City's enjoyment or use of the Technology Assets;

C. Contractor owns or possesses all right(s), titles(s) and license(s) necessary to perform its obligations hereunder; and

D. As of the effective date and throughout the term of this Agreement, Contractor has not conveyed and will not convey any rights or licenses to any third party regarding the Technology Assets, except to the extent the Technology Assets consist of commercial-off-the-shelf or similar software product(s).

6.23. Communication in English

It is mandatory that the Contractor's lead person assigned to any City facility can speak, read, and write in English to effectively communicate with City staff.

6.24. Contractor Assignments

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

6.25. Final Inspection and Approval

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

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

6.26. Specifications

The specifications and/or drawings associated with this project are intended to generally describe a complete installation. Any additional materials or labor required for the complete

project as intended shall be provided by the Contractor, even if it has not been detailed in this document.

6.27. Transition of Contract

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

6.28. Types of Work Supervision

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

6.29. Background Screening

Contractor agrees that all Contractor and subcontractors' workers (collectively "Contract Worker(s))" pursuant to this Agreement will be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense, unless otherwise provided for in the scope of work. Contractor's background screening will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening is necessary to preserve and protect the public health, safety and welfare. The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.

6.30. Background Screening Risk Level

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

6.31. Terms of This Section Applicable to all Contractor's Contracts and Subcontracts

Contractor will include Contract Worker background screening in all contracts and subcontracts for services furnished under this agreement.

6.32. Materiality of Background Screening Requirements; Indemnity

The background screening requirements are material to City's entry into this agreement and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, Contractor will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this Agreement or Contractor's failure to comply with this section. Therefore, Contractor and its Contract Workers will take any

reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.

6.33. Continuing Duty; Audit

Contractor's obligations and requirements will continue throughout the entire term of this Agreement. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's records.

6.34. Variances and Exemptions

Contract Workers who fall under the following areas may be considered exempt from this policy:

- Federal Homeland Defense Bureau.

- Transportation Security Administration.

- Federal Aviation Administration.

- Department of Public Safety (DPS) Administration – presenting a current Level One Department of Public Safety fingerprint card.

- Arizona or other State Bars.

- Other background checks performed within the last three to five years may be approved if they fit all required criteria herein, at the City's discretion.

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

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

- Contract Worker gains access to a City facility(s) without the proper badge or key;

- Contract Worker uses a badge or key of another to gain access to a City facility;

- Contract Worker commences services under this agreement without the proper badge, key or background screening;

- Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable background screening; or

- Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement.

- Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this section within three business days (excluding weekends and City holidays) from the

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

6.36. Key Access Procedures

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

Stolen or Lost Badges or Keys

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

Return of Badge or Key

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

Badge and Key Fees

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

Initial Badge Fee: $55.00 per application

Replacement Badge Fee: $55.00 per badge

Lost/Stolen Badge Fee: $55.00 per badge

Replacement Key Fee: $55.00 per key

Replacement Locks: $55.00 per lock

6.37. Background Screening – Maximum Risk

A. **Determined Risk Level:** The current risk level and background screening required is MAXIMUM RISK.

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

1. work directly with vulnerable adults or children, (under age 18); or

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

3. unescorted access to:

    a. City data centers, money rooms, high-value equipment rooms; or

    b. unescorted access to private residences; or

    c. access to critical infrastructure sites/facilities; or

    d. direct or remote access to Criminal Justice Information Systems (CJIS) infrastructure.

C. **Requirements:** The background screening for maximum risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the State of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire. In addition, Maximum screening levels may require additional checks as included herein, depending on the scope of work, and may be amended if the scope of work changes.

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

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

- Sexual offender search

- All outstanding warrants

- Currently the focus of a criminal investigation

- Currently on parole or probation

6.39. Maximum Risk Background Check for Child Care Staff Member

- A Federal Bureau of Investigation fingerprint check using Next Generation Identification;

- A search of the National Crime Information Center's National Sex Offender Registry; and

- A search of the following registries, repositories, or databases in the State where the child care staff member resides and each State where resided during the preceding five years:

- State criminal registry or repository, with the use of fingerprints being:

    o Required in the State where the staff member resides;

    o Optional in other States;

    o State sex offender registry or repository; and

    o State-based child abuse and neglect registry and database.

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

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

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

B. submitting pass/fail results to the City for approval; and,

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

D. to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,

E. Submitting the list of qualified Contract Workers to the contracting department; and,

F. If, upon review of the background information, the City will advise the Contractor if it believes a Contract Worker should be disqualified. The Contractor will evaluate the Contract Worker and if the Contractor believes that there are extenuating circumstances that suggest that the person should not be disqualified, the Contractor will discuss those circumstances with the contracting department. The contracting department decision on disqualification of a Contract Worker is final.

G. For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.

H. By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current.

I. The City final documented decision will be an "approve" or "deny" for identified Contract Workers.

J. The City will not keep records related to background checks once they are confirmed. Information to verify the results will be returned to the Contractor, or any contracted agency that assists with review, after the City's completed review.

K. By executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all such background screening requirements for the maximum risk background screening, and verified legal worker status, as required.

L. Contract Workers will not apply for the appropriate City of Phoenix identification and access badge or keys until Contractor has received the City's written acceptance of Contract Worker's maximum risk background screening. The City may, in its sole discretion, accept or reject any or all the Contract Workers proposed by Contractor for performing work under this Agreement. A Contract Worker rejected for work at a maximum risk level under this agreement will not be proposed to perform work under other city contracts or engagements without city's prior written approval.

M. For any childcare or health worker positions, or Criminal Justice Information Systems access in the scope of work, Contractor is required to send the City updated background checks every three years.

N. The Contractor will submit prior to scheduling any services, a current list of names, addresses, and social security numbers of all employees requiring access to the facility. The Contractor is responsible for obtaining security clearance from the Police Department for all employees. The City reserves the right to change the restricted areas as needed. The Contractor grants the rights to the Police Department to conduct background checks of all employees entering the building. All employees will submit to the background check before access to the facility is given.

O. The background checks will be conducted prior to any employee entering to work and will be based upon information provided to the Police Department including, but not limited to: name, address, date and place of birth, social security number, INS number if applicable, and a copy of a valid photo identification. The information will be provided to the City's authorized Department representative at least five business days (excluding weekends and holidays) in advance of the need for access. The form will be provided by the City's authorized Department representative. The City's authorized Department representative will conduct the security check.

P. The City may, at any time, in its sole discretion, refuse to allow an employee access to an area for any of the following reasons, but not limited to:

1. Conviction of a felony.

2. Conviction of a misdemeanor (not including traffic or parking violation).

3. Any outstanding warrants (including traffic and parking violations).

4. A person currently on parole or probation.

5. A person currently involved in an investigation.

6.41. CJIS Security Addendum

This agreement incorporates by reference the requirements of the Criminal Justice Information Services (CJIS) Security Policy (current version 5.9.1, dated October 1, 2022), and as referenced in Title 28 CFR 20.33(a)(7), issued by the Federal Bureau of Investigation, Criminal Justice Information Services Division, as in force as of the date of this Agreement and as may, from time to time hereafter, be amended. Contractor warrants that it has the technological capability to handle Criminal Justice Information (CJI), as that term is defined by the FBI CJIS Security Policy, in the manner required by the CJIS Security Policy. Contractor expressly acknowledges that the CJIS Security Policy places restrictions and limitations on the access to, use of, and dissemination of CJI and hereby warrants that its system abides by those restrictions and limitations.

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

6.42. Confidentiality

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

Recipient shall: (a) protect and safeguard Confidential Information with at least the same degree of care as Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care, such as ensuring data is encrypted in transit

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

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

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

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

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

6.43. Data Protection

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

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

    A. When Contractor processes PII pursuant to the Agreement, Contractor shall, at no additional cost to the City:

1. process PII only within the United States and only in accordance with the Agreement and not for Contractor's own purposes, including product research, product development, marketing, or commercial data mining, even if the City's data has been aggregated, anonymized, or pseudonymized;

2. implement and maintain appropriate technical and organizational measures to protect PII against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including at a minimum, and as applicable, those measures specified by the National Institute of Standards and Technology (NIST) SP800-53; A.R.S. § 18-552 (Notification of Security System Breaches); A.R.S. § 44-7601 (Discard and Disposal of Personal Identifying Information Records); Health Information Technology for Economic and Clinical Health (HITECH) Act; Payment Card Industry Data Security Standards; and good industry practice; (When considering what measures are appropriate and in line with good industry practice, Contractor shall keep abreast of current regulatory trends in data security and the state of technological development to ensure a level of security appropriate to the nature of the data to be protected and the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction, damage, theft, alteration or disclosure. At minimum, Contractor will timely remediate any vulnerabilities found within its network that are rated medium or more critical by the Common Vulnerability Scoring System (CVSS); however, Contractor must remediate vulnerabilities that are rated critical within 14 days and vulnerabilities that are rated high within 30 days. If requested by the City, Contractor shall promptly provide a written description of the technical and organizational methods it employs for processing PII.)

3. not subcontract any processing of PII to any third party (including affiliates, group companies or sub-contractors) without the prior written consent of the City; and Contractor shall remain fully liable to the City for any processing of PII conducted by a sub-processor appointed by Contractor;

4. as applicable, implement and maintain appropriate policies and procedures to manage payment card service providers with whom Contractor shares sensitive financial information or cardholder data; and provide the City with a Qualified Security Assessor Attestation of Compliance for Payment Card Industry Data Security Standards on an annual basis, but no later than within 30 days of attestation report completion;

5. take reasonable steps to ensure the competence and reliability of Contractor's personnel or sub-processor who have access to the PII, including verifications and background checks appropriate to the security level required for such data access;

6. maintain written records of all information reasonably necessary to demonstrate Contractor's compliance with this Agreement and applicable laws;

7. allow the City or its authorized agents to conduct audit inspection during the term of the Agreement, but no more than once per year, which may include providing access to the premises, documents, resources, personnel Contractor or Contractor's sub-contractors use in connection with the Services; provided however, the City may at its sole discretion accept a qualified and industry recognized independent third-party assessment report or certification (such as SSAE 18 SOC 2 or ISO/IEC 27001) provided by Contractor at no cost to the City in lieu of the audit inspection rights of this Section;

B. If the Contractor becomes aware of any actual or potential data breach (each an "Incident") arising from Contractor's processing obligations pursuant to the Agreement, Contractor shall notify the City at SOC@phoenix.gov without undue delay within 48 hours; and:

1. provide the City with a detailed description of the Incident, the type of data that was the subject of the Incident, and the identity of each affected person as soon as such information can be collected or otherwise becomes available;

2. take action immediately, at Contractor's own expense, to investigate the Incident and to identify, prevent, and mitigate the effects of the Incident and to carry out any recovery or other action necessary to remedy the Incident;

3. cooperate with the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable laws or as otherwise required by the City; and

4. not directly contact any individuals who may be impacted by the Incident or release or publish any filing, communication, notice, press release, or report concerning the Incident without the City's prior written approval (except where required to do so by applicable laws).

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

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

6.44. Security Inquiries

Contractor acknowledges that all of the employees that it provides pursuant to this Contract shall, at Contractor's expense, be subject to background and security checks and screening at the request of the City. Contractor shall perform all such security inquiries and shall make the results available to the City for all employees considered for performing work (including

supervision and oversight) under this Contract. City may make further security inquiries. Whether or not further security inquiries are made by the City, City may, at its sole, absolute and unfettered discretion, accept or reject any or all of the employees proposed by the Contractor for performing work under this Contract. Employees rejected by the City for performing services under this Contract may still be engaged by Contractor for other work not involving the City. An employee rejected for work under this Contract shall not be proposed to perform work under other City contracts or engagements without the City's prior approval.

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

- require an employee/prospective employee of the Contractor to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. 41-1750 (G) (4);

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

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

- object, at any time and for any reason, to an employee of Contractor performing work (including supervision and oversight) under this Agreement. Contractor will bear the costs of all inquiries requested by the City.

6.45. Intellectual Property Rights

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

7. Defense and Indemnification

7.1. Standard General Defense and Indemnification

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

7.2. Technology Software and Hardware Contracts

INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK

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

The Contractor's obligation to indemnify, defend, and hold harmless the City pursuant to this subsection shall be reduced to the extent the applicable infringement is caused or alleged to be

caused by the alteration or modification of the Technology Assets by the City (including its employees and contractors other than the Contractor and its subcontractors) other than in connection with the ordinary or expected use of the Technology Assets.

8.   Insurance Requirements

8.1.   Contractor's Insurance

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

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

8.2.   Scope and Limits of Insurance

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

8.3.   Commercial General Liability – Occurrence Form

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

- The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor related to this Contract.

- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.

- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.

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

8.4.   Automobile Liability

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

Combined Single Limit (CSL) $1,000,000

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- The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, relating to this Contract.

- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.

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

8.5. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory
Employers' Liability:
Each Accident $100,000
Disease – Each Employee $100,000
Disease – Policy Limit $500,000

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

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

8.6. Technology Errors and Omissions Liability

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

- The policy must cover errors and omissions or negligent acts in the delivery of products, services, and/or licensed programs for those services as defined in the Scope of Services of this Contract.

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

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

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

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

Contractor warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended reporting

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

8.8. Notice of Cancellation

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to City of Phoenix Finance Department, Procurement Division, 251 W Washington Street, Phoenix, AZ 85003 OR procurement@phoenix.gov.

8.9. Acceptability of Insurers

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

8.10. Verification of Coverage

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

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

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

8.11. Subcontractors

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

8.12. Approval

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

9. Submittals

9.1. Submission of Offer

Please do not lock the files with password protection so that the City may digitally incorporate the successful offer into the awarded contract.

Please submit <u>offers electronically via OpenGov Procurement's Procurement portal</u>. This Offer will remain in effect for a period of 290 calendar days from the opening date, and is irrevocable unless it is in the City's best interest to release offer(s).

The City recognizes that some Offerors may propose as a single entity providing both the Time and Labor (T&L) solution and implementation services, while others may propose a partnership between a solution provider and an implementation partner.

Both approaches will be considered; however, in all cases, a single Prime Contractor must be designated. The Prime Contractor shall:

- Submit the proposal on behalf of all involved parties;

- Serve as the sole point of contact for the City;

- Be contractually responsible for the full delivery of all requirements outlined in this RFP, including the work of any subcontractors or partner firms.

If a partnership model is proposed, the proposal must clearly identify all firms involved, describe the roles and responsibilities of each party, and include documentation of their relationship (e.g., teaming agreements, memoranda of understanding).

9.2. Additional Quantities

The City anticipates considerable activity under the resultant contract(s). However, no guarantee can be made as to actual Time and Labor Management System Solution , that will be purchased under this contract. The City reserves the right to add, change or delete quantities or items as circumstances may require.

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

10. Vendor Questionnaire

1. Pricing Proposal Template Submission*
Please download the below documents, complete, and upload.

- [RFP-25-0704_Time_and_Labor_...](...)

*Response required

2. Cover Letter
The Offeror shall submit a Cover Letter with its response. Cover Letter shall include the following information:

A brief history of the Offeror (Software Vendor(s) and/or System Integrator) and its organization(s).

Indicate the principal or officer of the prime Offeror's organization who will be the City's primary point of contact during negotiation. This person shall have the authority to negotiate all aspects of the scope of services and provision on behalf of the Offeror. Provide the name, address, email, and telephone number of the person. Please state his or her capacity within the company.

A signed Cover Letter — An officer authorized to bind the Offeror to the terms and condition of this RFP shall sign the cover letter transmitting the proposal.

The Cover Letter shall be limited to three (3) pages.

3. Evaluation Criteria Questionnaire *
Please complete and upload your responses to **Section Three Offer Evaluation Criteria Phase One**.

PLEASE DO NOT INCLUDE ANY PRICING INFORMATION IN YOUR RESPONSES TO THE EVALUATION CRITERIA PHASE ONE.
OFFERORS SHALL ONLY SUBMIT PRICING INFORMATION IN SECTION 10, VENDOR QUESTIONNAIRE, QUESTION ONE, 'PRICING PROPOSAL TEMPLATE SUBMISSION'

*Response required

4. Exhibit A - Functional Requirements Matrix*
Please download the below documents, complete, and upload.

- [Exhibit_A_-_Functional_Requ...](...)

*Response required

5. Minimum Qualifications Question*
Does the Offeror have a minimum of five (5) years of experience in the development and implementation of a T&L Management System Solution?

☐ Yes
☐ No

*Response required

6.   Minimum Qualifications Question*
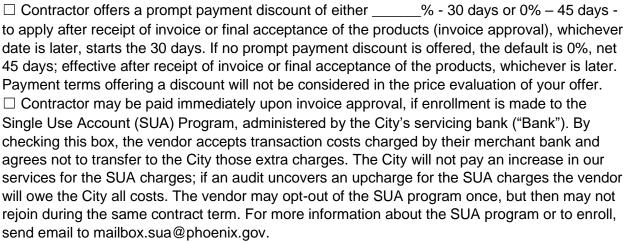Has the Offeror completed a minimum of two (2) implementations of a large-scale T&L project that included data conversion, system integration, and interfaces?

For the purpose of this solicitation, a large-scale T&L is defined as similar in scope, size and complexity or larger of the City's legacy T&L system.

☐ Yes
☐ No

*Response required

7.   Minimum Qualifications Question*
If answered YES to the above, the Offeror shall provide a short narrative response describing the scope of the system implementation project.

*Response required

8.   Minimum Qualifications Question*
Has the Offeror implemented in production at least two (2) T&L solutions in a City or other municipality within the United States that provide functional capabilities as similar as described in Exhibit A - Functional Requirements Matrix within the past five (5) years?

☐ Yes
☐ No

*Response required

9.   Minimum Qualifications Question*
If answered YES, to the above, the Offeror shall provide a short narrative response describing the project's functional and technical requirements and how they apply to the City's functional, technical and implementation services requirements.

*Response required

10.   Minimum Qualifications Question*
Is the Offeror FedRAMP Moderate certified or can the Offeror provide an alternative security certification or framework (e.g., ISO/IEC 27001, or SOC 2 Type II)?

☐ Yes
☐ No

*Response required

11.   Minimum Qualifications Question*
Is the Offeror's hosting onshore with no remote access at any time for anyone who is not physically based in the United States?

☐ Yes
☐ No

*Response required

12.　Will you be providing any additional Pricing Proposal information?*
☐ Yes
☐ No

*Response required

　When equals "Yes"
　*12.1.　　Please upload additional Pricing Proposal information here**
　*Response required

13.　PAYMENT TERMS & OPTIONS: Vendors must choose an option, if a box is not checked, the City will default to 0% - net 45 days:*
☐ Contractor offers a prompt payment discount of either _____% - 30 days or 0% – 45 days - to apply after receipt of invoice or final acceptance of the products (invoice approval), whichever date is later, starts the 30 days. If no prompt payment discount is offered, the default is 0%, net 45 days; effective after receipt of invoice or final acceptance of the products, whichever is later. Payment terms offering a discount will not be considered in the price evaluation of your offer.
☐ Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by the City's servicing bank ("Bank"). By checking this box, the vendor accepts transaction costs charged by their merchant bank and agrees not to transfer to the City those extra charges. The City will not pay an increase in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges the vendor will owe the City all costs. The vendor may opt-out of the SUA program once, but then may not rejoin during the same contract term. For more information about the SUA program or to enroll, send email to mailbox.sua@phoenix.gov.
*Response required

14.　Prompt Payment Discount
_____% - 30 days or 0% – 45 days

If none is specified, the City will default to 0% - net 45 days.

15.　Warranty*
Specify the Contractor or dealership / manufacturer where warranty work will be done. Provide the Contractor Name and Address

*Response required

16.　Emergency 24-Hour Service Contact*
Please provide a full contact name, telephone number, alternate contact, and their phone number.

*Response required

17.　Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion*
Please download the below documents, complete, and upload.

- Certification_Regarding_Deb...

*Response required

18. References*
Please download the below documents, complete, and upload.

- References.pdf

*Response required

19. Offer *
Please download the below documents, complete, and upload.

- Submittals_-_Offer_Page_.pdf

*Response required

20. Do you have any confidential information you would like to include with your response?*
☐ Yes
☐ No

*Response required

When equals "Yes"
*20.1.   Please upload any confidential information here**
Clearly label the uploaded file

*Response required

21. Do you have any exceptions to the requirements in the RFP?*
☐ Yes
☐ No

*Response required

When equals "Yes"
*21.1.   Please upload any exceptions you have to the requirements in the RFP.**
The Offeror shall clearly and specifically detail all exceptions to the exact requirements identified in this RFP.

*Response required

22. Conflict of Interest and Transparency*
Please download the below documents, complete, and upload.

- Conflict_of_Interest_and_Tr...

*Response required