

**COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
ANSWERNOW, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of April 18, 2016, between the City of Avondale, an Arizona municipal corporation (the "City"), and AnswerNow, Inc., an Arizona corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, the City of Scottsdale, Arizona ("Scottsdale") entered into Contract No. 15RP027 dated June 19, 2015 (the "Scottsdale Contract"), for the Contractor to provide afterhours answering services. A copy of the Scottsdale Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The City is permitted, pursuant to Section 25-24 of the City Code, to purchase such services under the Scottsdale Contract, at its discretion and with the agreement of the awarded Contractor, and so long as the Scottsdale Contract permits its cooperative use by other public entities, including the City.

C. The City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Scottsdale Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the City with afterhours answering services, as more particularly set forth in Section 2 below (the "Services") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 18, 2016 (the "Initial Term"), unless terminated as otherwise provided in this Agreement or the Scottsdale Contract. After the expiration of the Initial Term, this Agreement may be renewed for up to three successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) the term of the Scottsdale Contract has not expired, (iii) at least 30 days prior to the end of the then-current term of this Agreement, the Contractor requests, in writing, to extend this Agreement for an additional one-year term and (iv) the City approves the additional one-year term in writing (including any price adjustments approved as part of the Scottsdale Contract), as evidenced by the City

Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Services under the terms and conditions of the Scottsdale Contract. The City does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the City chooses to move forward with a pending project and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Agreement, the Contractor shall provide the Services to the City in such quantities and configurations as may be agreed upon between the parties, in the form of a written invoice, quote, work order or other form of written agreement describing the work to be completed (each, a "Work Order"). Each Work Order shall (i) contain a reference to this Agreement and the Scottsdale Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the Scottsdale Contract will be subject to rejection. Contractor acknowledges and agrees that Work Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement, other than City's project-specific requirements, are hereby expressly declared void and shall be of no force and effect.

3. Compensation. For the Initial Term, the City shall pay Contractor an aggregate amount not to exceed \$10,000.00 for the Services at the unit rates set forth in the Scottsdale Contract. Thereafter, for each subsequent Renewal Term, if any, the City shall pay the Contractor an annual aggregate amount not to exceed \$20,000.00 for the Services at the unit rates set forth in the Scottsdale Contract. The maximum aggregate amount for this Agreement, including all Renewal Terms, shall not exceed \$70,000.00.

4. Payments. The City shall pay the Contractor monthly, based upon Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Scottsdale Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Scottsdale Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on

Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the City to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this Section. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

6. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

7. Conflict of Interest. This Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

8. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

9. Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.



With copy to: GUST ROSENFELD P.L.C.  
One East Washington Street, Suite 1600  
Phoenix, Arizona 85004-2553  
Attn: Andrew J. McGuire, Esq.

If to Contractor: AnswerNow, Inc.  
5665 West Beverly Lane  
Glendale, Arizona 85306  
Attn: Rachel Iles

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“City”

CITY OF AVONDALE,  
an Arizona municipal corporation

\_\_\_\_\_  
David W. Fitzhugh, City Manager

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On \_\_\_\_\_, 2016, before me personally appeared David W. Fitzhugh, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

\_\_\_\_\_  
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



EXHIBIT A  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
ANSWERNOW, INC.

[Scottsdale Contract]

See following pages.



**OFFER AND ACCEPTANCE**

City of Scottsdale  
Purchasing Division  
9191 E. San Salvador Dr.  
Scottsdale, AZ 85258  
Phone: 480-312-5700 – Fax: 480-312-5701

**SOLICITATION #** 15RP027      **SOLICITATION TITLE:** After Hours Answering Services

**OFFER**

**TO THE CITY OF SCOTTSDALE:**

The undersigned hereby offers and agrees, in accordance with the undersigned's written offer submitted in response to this solicitation, to furnish the material and/or service(s) in compliance with all terms, conditions, specifications, scope of work, and addendums in the solicitation listed above, including written exceptions that are subject to the approval of the City prior to acceptance. The undersigned agrees that the entire solicitation listed above is hereby incorporated by reference as if fully set forth herein.

The Offeror's signature on this OFFER form certifies that he has read, understands and will comply with all terms, conditions and specifications stated in all documents constituting the solicitation. The bidder also certifies it is in compliance with the Non Collusion and all Federal and Arizona State Immigration Laws.

**OFFER MADE - COMPANY INFORMATION**

**FOR CLARIFICATION OF THIS OFFER, CONTACT:**

ANSWER NOW, INC			RACHEL ILES	
Company Name			Printed Name	
5665 WEST BEVERLY LANE			CONTRACTS MANAGER	
Address			Title	
GLENDALE	AZ	85306	602-331-1222	
City	State	Zip	Phone	
Rachel Iles		4/13/15	602-242-9589	rachel@ansuernowinc.com
Signature for Offeror		Date	Fax	E Mail
Rachel Iles			Address (if different from Company info)	
86-0909352			City, State, Zip (if different from Company info)	
Federal Employer Tax ID # or SSN as per W9 Statement				

**ACCEPTANCE OF OFFER, NOTICE OF CONTRACT AWARD**

( for City of Scottsdale Use Only )

The contractor's offer is hereby accepted by the City of Scottsdale. The Contractor is now bound to sell the materials and/or service(s) and perform based upon the above solicitation, including all terms, conditions, specifications, scope of work, and addendums contained in the Solicitation, as well as any written exceptions that have been separately accepted by the City.

This contract shall henceforth be referred to as **Contract # 15RP027**

The contract consists of the following documents: 1) Solicitation # 15RP027 and all addendums (if applicable) as issued by the City; 2) The Contractor's Response to the City's solicitation; 3) This signed offer and acceptance and any other applicable contractual agreements, 4) All written exceptions and/or modifications to the solicitation requirements as agreed to by the City and the Contractor as per attachment, dated.

The Contractor is hereby cautioned not to commence any billable work or provide any material or service under this contract until the Contractor receives a purchase order document from the City.

The Contractor must provide the following checked items within ten (10) calendar days from the date of this Acceptance of Offer, Notice of Contract Award in order for the City to issue the required Purchase Order :  Payment Bond  Performance Bond,  Insurance Certificate(s),  I.R.S. Form W-9/Taxpayer ID No. & Certification,  other documentation as identified.

If the Contractor fails to furnish the required documents within the stated ten (10) calendar days they may be considered in default and may be at risk of forfeiture of any applicable Bid Bond posted. All required documents are to be sent to the Bid & Contract Specialist listed in the solicitation.

This document has been approved as to form on the 22<sup>nd</sup> day of July, 2012 by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

City of Scottsdale, a municipal corporation  
Offer Accepted and Awarded this 19<sup>TH</sup> day  
of JUNE, 2015

Risk Management Issues reviewed and approved as to form MARCH 11, 2015  
by City of Scottsdale Risk Management Director

*Margie Vasquez*

Recommended award approved JUNE 10, 2015  
by City of Scottsdale Contract Administrator

J. E. Flanagan  
Or Designee MARGIE VASQUEZ  
As City of Scottsdale Purchasing Director

# **REQUEST FOR PROPOSAL**



**AFTER HOURS ANSWERING SERVICES**

**RFP #15RP027**

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## INSTRUCTIONS TO BIDDERS



### AFTER HOURS ANSWERING SERVICES

RFP #15RP027

The City of Scottsdale invites sealed submittals for After Hours Answering Services for Water Resource and Facility Management Department's customers who experience a water or sewer emergency after normal business hours.

## SOLICITATION CRITICAL DATES

BID/PROPOSAL SUBMITTAL DUE:	<u>2:00 P.M., LOCAL TIME, APRIL 16, 2015</u>
QUESTIONS DUE:	<u>2:00 P.M., LOCAL TIME, APRIL 9, 2015</u>
APPROVED ALTERNATE SUBMITTALS DUE:	<u>2:00 P.M., LOCAL TIME, APRIL 9, 2015</u>

### 1. SUBMITTAL RECEIPT AND OPENING

**SEALED SOLICITATION SUBMITTALS WILL BE RECEIVED** until 2:00 P.M., LOCAL TIME, APRIL 16, 2015, at the Purchasing Department Front Desk, located on the second floor of the Scottsdale Corporation Yard Building at 9191 E. San Salvador Dr., Scottsdale, AZ 85258. ***All submittals must be date and time stamped at the Purchasing Department front desk on or before the submittal receipt time and date. LATE SUBMITTALS WILL NOT BE ACCEPTED.*** To allow staff to complete required internal administrative functions, submittals will be opened, read and the name of each bidder recorded, as a matter of public information, within thirty (30) minutes after the receipt time and date have past.

No submittal will be considered unless it is submitted on the forms contained herein. ***All submittals must be presented in a sealed envelope or box.*** The outside of the submittal must be clearly marked with the solicitation number, solicitation title and the submitting company's name. This includes envelopes delivered by Fed Ex, UPS, DHL or other carrier.

### 2. PRE-BID CONFERENCE

(Not Applicable)

### 3. INFORMATION REQUESTS

Requests for additional information relating to this bid should be directed to:

Margie Vasquez  
Bid & Contract Specialist  
480-312-5715  
[mvasquez@scottsdaleaz.gov](mailto:mvasquez@scottsdaleaz.gov)

## INSTRUCTIONS TO BIDDERS



### AFTER HOURS ANSWERING SERVICES

RFP #15RP027

#### 4. SOLICITATION QUESTIONS

The Bidder shall submit all questions, requests for clarification and inquiries in regards to this solicitation to Margie Vasquez, no less than eight (8) days prior to the original solicitation opening date. It is preferred that all questions be submitted via email to the appropriate Purchasing Staff, [mvasquez@scottsdaleaz.gov](mailto:mvasquez@scottsdaleaz.gov), where possible. When submitting any questions the Bidder should indicate the page number, Section Number/Clause Title and if possible paragraph number that is being questioned.

It is your responsibility to give notice, in the form of written questions before the bid opening on any item or issue in this solicitation that you believe should not be included or contained in any amendment to this solicitation or that the City failed to include in this solicitation that should have been included, and by your notice, the City could have cured the problem if the item or issue had been timely raised or objected to.

Failure to give notice may constitute a waiver of your right to object to the inclusion or lack of inclusion of the item or issue in this solicitation in any subsequent protest filed by you.

All questions, regardless of the method they are communicated (email, regular mail or hand delivered), must be clearly marked as "Solicitation Questions" and state the solicitation number in the subject line of the email or on the outside of the envelope. If questions are not submitted via email, the submittal envelope **MUST** be clearly marked with solicitation number and words "SOLICITATION QUESTIONS", or it may be mistaken as an actual bid submittal and not be opened immediately.

All solicitation questions **MUST** be received by the Purchasing Division by **2:00 P.M., LOCAL TIME, APRIL 9, 2015**. Any inquiries received after the specified time will be reviewed on an individual basis by the Purchasing Staff to determine if a response would be advantageous for the City.

#### 5. APPROVED ALTERNATES

Specifications and plans, if applicable, may contain references to service requirements, equipment and/or materials (patented or unpatented) or "approved alternate(s)." Such references shall be regarded as establishing a standard of quality, finish, appearance, performance or as indicating a selection or design based upon compatibility with existing equipment, materials or details of construction (if applicable) inherent to the project design. Such references shall not be construed as limiting the selection to a specified item, source or design detail. The use of an alternate or substitute, item or source as an approved alternate will be permitted, subject to the following procedure and pursuant to ARS 34-104 if the subject matter of this solicitation involves construction.

## INSTRUCTIONS TO BIDDERS



### AFTER HOURS ANSWERING SERVICES

RFP #15RP027

#### 5. APPROVED ALTERNATES – CONT'D

- a. The Bidder shall submit a written Request for Alternate to the contact person listed on page one of this solicitation at least eight (8) days prior to the original deadline for receiving bids. Requests for alternates submitted to the City's contracted Consultant or other City Staff shall not be reviewed. The submittal envelope must be clearly marked with solicitation number and "**REQUEST FOR APPROVED ALTERNATE**". Requests must be time stamped by the Purchasing Division by **2:00 P.M., LOCAL TIME, APRIL 9, 2015**. The approved alternate request shall include all information necessary for proof of quality and suitability for substitution including benefits, engineering design and data (calculations) and/or detailed plan modifications which may be required by the substitution. The Bidder shall submit additional information and/or samples when required.

The Contract Administrator or his representative, will evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the proposal. If rejected, the Contract Administrator shall give notice of rejection to the Bidder submitting the request for approved alternate.

- b. Purchasing, if the request for approved alternate is accepted, shall issue a written addendum to the solicitation specifying the approved alternates and publish the modification in the same manner as the original solicitation documents.
- c. The Specifications may reference equipment or materials "or alternate". The reference to "or alternate" shall be construed to mean "or approved alternate" in every instance. Use of an alternate or substitute item shall be allowed only if approval was received as outlined in this section.
- d. For purposes of submitting a Request for Approved Alternate, the "Bidder" is defined as the person or firm entering a submittal to the City in response to this solicitation. Therefore the City will not entertain any submittal for an approved alternate from any party not meeting the definition of Bidder.

#### 6. ENVIRONMENTAL PROCUREMENT POLICY

The City has established an Environmental Procurement Policy which encourages the inclusion of environmentally responsible products and services available to meet the intended purpose. We encourage the offer of alternatives that broaden the range of environmentally responsible products or services that will meet the performance requirements of this solicitation. IF YOU WISH TO SUBMIT AN ALTERNATIVE, follow the procedures specified in the Instructions to Bidders, Approved Alternate Section of this document., unless the approved alternate clause has been deemed not applicable.

## INSTRUCTIONS TO BIDDERS



### AFTER HOURS ANSWERING SERVICES

RFP #15RP027

#### **7. PURCHASING WEB SITE**

The Purchasing web site provides a wide variety of information including: capability to download solicitations and plan sheets (if applicable), invoicing guidelines, how to introduce your products, list of Buyer's commodity lines, etc. The web site can be accessed at <http://www.scottsdaleaz.gov/Purchasing>. Registering and downloading a solicitation will also provide the supplier with notices of all addenda that are issued.

#### **8. DOWNLOADING SOLICITATIONS**

All solicitation documents; plan sheets/drawings if applicable and addenda are available for download in .pdf format. Bidders may print their own copies of these documents or provide the files to any reprographics/copy center in their area. Bidders will no longer be able to pick-up these documents at the Purchasing Department and plan shipments will no longer be available. There will be one set of plan sheets/drawings (if applicable) available for onsite review only at the Purchasing Office located at 9191 E. San Salvador Dr., Scottsdale, AZ 85258.

It is imperative that you download the solicitation from the City website at [www.scottsdaleaz.gov](http://www.scottsdaleaz.gov) in order to be notified of associated addenda.

#### **9. EMAIL NOTIFICATION**

The City of Scottsdale does not maintain a Bidder list; however, on the City's main web site page, select the Email Subscriptions link and subscribe to receive a notification of Solicitation Opportunities twice weekly. – [www.scottsdaleaz.gov](http://www.scottsdaleaz.gov)

#### **10. CITY OF SCOTTSDALE PROCUREMENT CODE**

All procurement activities, conducted by the City of Scottsdale, are in conformance with the rules and regulations of the Scottsdale Procurement Code. A copy of the Code is available for review in the Office of the City Clerk located at City Hall, 3939 Drinkwater Boulevard and the Purchasing Office located at 9191 E. San Salvador Drive, Scottsdale, Arizona. A copy of the Code is also available from the Purchasing website:

[http://www.scottsdaleaz.gov/Purchasing/Procurement Code](http://www.scottsdaleaz.gov/Purchasing/Procurement_Code)

A hard copy of the Code is available for purchase, for a fee of \$10.00, at the Purchasing Office.

#### **11. PROSPECTIVE BIDDER'S CONFERENCE**

A prospective Bidder's conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the City's position. This conference will also give Bidders an opportunity to submit any questions and discuss any questions previously submitted.

## INSTRUCTIONS TO BIDDERS



### AFTER HOURS ANSWERING SERVICES

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#### **12. BIDDER'S PRESENTATION**

Bidders may be invited to make a presentation. If invited, Bidders will be notified of the date and time of the presentation by the City of Scottsdale Purchasing Department.

#### **13. INELIGIBLE BIDDER**

The preparer of the bid specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a Bidder or Offeror on the solicitation for which they prepared the specification.

#### **14. OBLIGATIONS**

The issuance of this solicitation does not obligate the City to pay any costs incurred in the preparation and submission of proposals.

#### **15. NON COLLUSION AFFIDAVIT**

By signing the Offer Form/Signature Page of the solicitation, or other official contract form, the Bidder certifies that:

In connection with the performance of this solicitation or any resulting Contract, the Bidder is stating and certifying that the Contractor/Company has not either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the preparation or submission of its submittal in response to this solicitation or any potential resulting Contract.

If any company is jointly owned or associated through common officers/employees with another company(s) that is/are responding to the same solicitation, both/all of those companies must take all precautions so as to make sure the preparation of their Bid or Proposal submittal is done completely independent of the other company(s) or individual(s). Specifically, any individual working on preparation, approving or signing one submittal can have no knowledge of or interaction with any other bid or proposal submission from a different company for that same solicitation.

If the subject matter of this solicitation is construction, the Bidder shall submit a completed and Notarized Non Collusion Affidavit, stating and certifying that said Bidder/Company has not either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the preparation or submission of its submittal in response to this solicitation or any potential resulting Contract. The Bidder is to return the completed and notarized Non Collusion Affidavit with their submittal.

#### **16. IMMIGRATION LAW COMPLIANCE**

By signing the Offer Form/Signature Page of this solicitation, the Bidder certifies and warrants that for all solicitations for services (including construction services) it has complied with the E-Verify Program as required by ARS §23-214(A) or will have complied with the requirements of the E-Verify Program before award. Failure to comply with the E-Verify Program may result in the automatic disqualification of the submittal as being non-responsive or the termination of any Contract awarded and the possible forfeiture of any applicable bond.

## INSTRUCTIONS TO BIDDERS



### AFTER HOURS ANSWERING SERVICES

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#### 16. IMMIGRATION LAW COMPLIANCE – CONT'D

The City will include specific "Compliance with Federal and Arizona State Immigration Laws" language in any Contract or Subcontract it enters into with the successful Bidder. In addition, this language must be included in any Subcontracts that the successful bidder enters into with its Subcontractors.

#### 17. LAWFUL PRESENCE IN THE UNITED STATES FOR PERSONS

Arizona State law A.R.S. §1-502 (H.B. 2008) requires that all PERSONS who will be awarded a Contract and apply for public benefit, must demonstrate through a signed affidavit and the presentation of a copy of documentation, that they are lawfully present in the United States.

A PERSON is defined as all NATURAL PERSONS/INDIVIDUALS/SOLE PROPRIETORSHIPS as indicated by your W9 Filing. *(This law does not apply to LLP's, LLC's, PLLC's, Corporations, Limited Partnerships or General Partnerships)*

By submitting your quote, bid or proposal to the City, you are agreeing that if you are selected as the awardee and meet the criteria as a PERSON, you will abide by this law and sign and submit an AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE IN THE UNITED STATES and attach the appropriate copy of your documentation in proof of that statement. Types of acceptable documentation copies are an Arizona Driver's License issued after 1996, Arizona nonoperating identification license, U.S. Birth Certificate, U.S. Passport, I-94 Form with photograph and several others that are all listed on the Affidavit Form that the City will send to you for your completion prior to issuing any Contract.

If you have previously done business with the City and already have filed the above Affidavit with copies of an acceptable documentation please indicate when you submitted it. If your acceptable Affidavit is already on file with the City, that will be sufficient to meet this requirement.

If you fail to complete and provide a completed Affidavit and accompanying acceptable copy of your documentation, or not advise us of your prior filing within 10 calendar days of being requested by then, you may be considered non-responsive and disqualified from that award consideration. You can obtain the complete Affidavit Form from the City's Purchasing Department at (480) 312-5700 or the City's website at <http://www.scottsdaleaz.gov/Purchasing> on the Vendor Resources page at the bottom right under Forms.

#### 18. TAXES/LICENSES

##### Federal Excise Taxes:

The City of Scottsdale is exempt from certain federal excise taxes. The most common areas where the City is exempt from Federal excise taxes are:

1. Fuel that is used by the City
2. Communication
3. Heavy trucks, trailers and tractors
4. Certain Superfund activity

If there is a specific circumstance that is in doubt you should contact the City to resolve that status of that Federal Excise tax and its applicability.

## INSTRUCTIONS TO BIDDERS



### AFTER HOURS ANSWERING SERVICES

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#### 18. TAXES/LICENSES – CONT'D

##### Transaction Privilege (Sales) Taxes on the City:

The City of Scottsdale is not exempt from being charged the appropriate Arizona State, County, and City privilege (sales) taxes on the goods and services that we procure. For suppliers within the State of Arizona, the City expects to be charged the appropriate privilege taxes on the invoice. For out of state suppliers that do not have the ability to collect Arizona State privilege taxes, the City will self-accrue such Arizona State and City use taxes for collection and payment to the State of Arizona and City of Scottsdale.

Transaction Privilege (Sales) Taxes on the Supplier / Contractor: Certain business services and activities may have a City of Scottsdale Privilege (sales) tax liability. To determine the City of Scottsdale tax treatment, please visit the following website and view the City of Scottsdale Tax Code and other Privilege and Use tax resources.

Questions pertaining to the applicability of taxes shall be directed to the City of Scottsdale Tax & License Section at 480-312-2400. The Contractor shall be responsible for payment of all applicable taxes due on Contract income whether or not such taxes are specifically separated in the bid amount.

<http://www.scottsdaleaz.gov/taxes/>

Certain Business Services and Activities may have a State Privilege (sales) tax liability. To determine the State tax treatment, please visit the following website or contact the Arizona Department of Revenue at 602-716-6578 or 602-716-6657.

<http://azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=42>

To obtain a State of Arizona Privilege (Sales) Tax License Application, please go to the following website:

<http://www.azdor.gov/Business.aspx>

The City of Scottsdale requires a license for service-oriented businesses located in Scottsdale that do not have a City of Scottsdale transaction privilege (sales) tax liability. This includes all activities or acts including, but not limited to service, professionals, trades and occupations, personal or corporate. To engage or continue in business the owner must obtain a Business, Occupational and Professional License. Service oriented businesses located outside the City limits are NOT required to obtain a Business, Occupational and Professional License from the City of Scottsdale.

Please visit the following website for the City of Scottsdale Transaction Privilege & Use Tax License and the Business, Occupational and Professional License applications:

<http://www.scottsdaleaz.gov/licenses/boplicense>

Bidder is solely responsible for any and all tax obligations which may result out of the Bidder's performance of this Contract. The City has no obligation to pay any amounts for taxes, of any type incurred by the Bidder.

## INSTRUCTIONS TO BIDDERS



### AFTER HOURS ANSWERING SERVICES

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#### 18. TAXES/LICENSES – CONT'D

##### **Construction Related Transaction Privilege (Sales) Taxes Responsibility of the Contractor:**

The Contractor shall be responsible for payment of all applicable State of Arizona and City of Scottsdale transaction privilege (sales) taxes due on construction income whether or not such taxes are specifically separated in the bid amount. The taxes are to be reported on either a progressive billing (accrual) basis or cash receipts basis, depending on the method chosen at the time application was made for the Privilege (sales) Tax License.

City Privilege (sales) tax exemptions/deductions may be applicable to certain projects. We advise you to consider this as you prepare your bid. Please review, in detail, Sections 415, 465, and 110 of the Scottsdale Revised City Code, Appendix C to determine if exemptions/deductions are applicable. For tax guidance, please reference the City Code and other tax resources at the following website:

<http://www.scottsdaleaz.gov/taxes/>

The State of Arizona has similar exemptions; please reference ARS Title 42 at the following website:

<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=42>

To determine tax treatment of design/build Contracts, please contact the Arizona Department of Revenue at 602-255-2060 and the City of Scottsdale Tax Audit Section at 480-312-2629.

Construction bids will be evaluated and recommended for award based on the total bid cost including tax.

#### 19. CONTRACTOR'S LICENSING REQUIREMENTS

The Contractor shall state his Arizona State Contractor's License Number and Classification on the Bid Form as evidence that he is licensed to contract the work indicated in the specifications at the time of bid submittal.

In accordance with Article 3, Regulation 32-1151 of the Arizona Registrar of Contractors Statutes and Rules, it is unlawful for any person, firm, partnership, corporation, association or other organization, or a combination of any of them, to engage in the business of, submit a bid or respond to a Request for Qualification/Quotation or a Request for Proposals for construction services as, act or offer to act in the capacity of or purport to have the capacity of a Contractor without having a Contractor's license in good standing in the name of the person, firm, partnership, corporation, association or other organization at the time of bid submittal, if such licensing is a requirement of the Arizona Registrar of Contractors.

## INSTRUCTIONS TO BIDDERS



### AFTER HOURS ANSWERING SERVICES

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#### **20. LITIGATION**

The Bidder will disclose any issue or potential issue that may have a material bearing on the financial condition, solvency or credit worthiness of the organization. Disclosure includes any material contingent liabilities or uninsured potential losses, involuntary contract terminations in other jurisdictions and any voluntary or involuntary bankruptcy filings over the past 7 years. The Bidder will also disclose any litigation in which the Bidder has been involved in, either as a plaintiff or defendant, within the past 3 years, and the Bidder shall agree to notify the City within 24 hours of any litigation or significant potential for litigation of which the Bidder becomes aware. Further, the Bidder will be required to warrant that it will disclose in writing to the City all litigation involving the Bidder, the Bidder's related organization, owners and key personnel.

#### **21. SUBCONTRACTOR'S LIST**

If, at the time of bidding, any Bidder intends to Subcontract any portion of this Contract, the Bidder must complete the information required on the Subcontractor's List preceding the Bid Form and include this list with bid submittal documents.

#### **22. SUBCONTRACTORS**

During the performance of the Contract, the Contractor may engage any additional Subcontractors as may be required for the timely completion of this Contract, unless specifically prohibited by the specification. The addition of any Subcontractors must first receive the approval of the City. The awarded Contractor may relieve Subcontractors of City Tax liability by providing them with a completed Subcontractor Written Declaration form.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Contractor assumes responsibility for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract documents is intended or deemed to create any legal or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

#### **23. CONFIDENTIAL INFORMATION**

Requests for nondisclosure of confidential information such as trade secrets and other proprietary data must be made known to the City within the bid submittal.

Bidders are instructed to clearly identify any proprietary information that may be submitted, and, if feasible, package such information in a separate, sealed envelope labeled "Confidential" or "Proprietary".

The City is subject to Arizona statutes and City Charter provisions that permit the inspection of public records. The City cannot ensure confidentiality of any portion of a submittal document in the event a public inspection request is made.

## INSTRUCTIONS TO BIDDERS



### AFTER HOURS ANSWERING SERVICES

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#### **23. CONFIDENTIAL INFORMATION – CONT'D**

However, in accordance with Section R2-188.23 pertaining to Request for Proposals and Section R2-188.6 pertaining to Invitation for Bids, of the City's Procurement Code, the City shall examine the portions of your proposal noted as "Confidential" and/or "Proprietary". If a determination to disclose the information is made, you shall be so informed.

This is the only notification concerning confidential information that will be given to potential bidders, and this provision should be taken into consideration prior to submitting a bid.

After Contract award, and unless otherwise instructed by the Bidder, the City shall destroy all information identified as confidential or proprietary in accordance with public records retention requirements.

#### **24. SMALL BUSINESS**

Small, minority owned businesses (MBE/WBE/DBE) are encouraged to respond to City of Scottsdale solicitations.

#### **25. TITLE VI NOTICE**

"The City of Scottsdale, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

#### **26. INTERPRETATIONS, ADDENDA**

THE CITY OF SCOTTSDALE WILL NOT BE RESPONSIBLE FOR BIDDERS ADJUSTING THEIR SUBMITTAL BASED ON ORAL INSTRUCTIONS BY ANY MEMBER OF THE CITY STAFF OR BY THE CITY'S CONTRACTED CONSULTANT OR AGENT. SUBMITTALS DEVIATING FROM THE SPECIFICATIONS CONTAINED HEREIN BY ANY MEANS OTHER THAN AN AUTHORIZED ADDENDUM BY THE PURCHASING DIVISION WILL BE SUBJECT TO REJECTION.

Should a Bidder find an ambiguity, inconsistency or error in the Plans if applicable or Specifications, or should he be in doubt as to their meaning, he shall at once notify the contact person listed on page one of this solicitation, who will prepare a written addendum. The City will not be responsible for oral instructions or information.

All questions shall be submitted as per the Solicitation's Questions Clause.

Any addenda issued by the City will become a part of the Contract. By signing and submitting a bid or proposal, the Bidder/Proposer is acknowledging that they will abide by all addenda issued prior to the opening of the bids/proposals and agreeing that all pricing takes into account all such addenda.

## INSTRUCTIONS TO BIDDERS



### AFTER HOURS ANSWERING SERVICES

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#### **26. INTERPRETATIONS, ADDENDA – CONT'D**

A Notice of Addenda will be emailed to those who have registered as a downloader and provided their email address; or provided by other appropriate means to each bidder, person or firm recorded on the Plan Holder's list. The bidder/proposer can return to the City's website under Solicitation Opportunities to verify how many addenda have been issued against a specific solicitation. If they feel they are missing any addenda, they can register again as a downloader to obtain access to all issued addenda. A viewing copy of the addenda will also be available wherever the solicitation documents are kept. It is the responsibility of the Bidder/Proposer to be aware of ALL addenda before submitting their final bid/proposal. The City takes no responsibility for any addenda that a bidder/proposer has failed to address in their submittal, and will hold the Bidder/Proposer responsible that their pricing encompasses all issued addenda.

#### **27. SUBMITTAL PROCEDURE**

No submittal will be considered unless it is submitted on the Bid Forms contained herein (or as otherwise requested). Faxed or emailed submittals will not be considered. Erasures, interlineations or other modifications in the submittal shall be initialed by the authorized person signing the Offer & Acceptance/Proposal Signature Page document.

The Bid Form/Pricing Proposal page (if applicable) containing the pricing must be completed. The name of the Contractor/Company must be listed on the page.

To be considered responsive, the Offer and Acceptance Form/Proposal Signature page must be signed and dated by an authorized person(s) eligible to sign Contract documents for the Contractor and is part of the original bid/proposal submittal due at the stated date and time indicated in the solicitation. Consortiums, joint ventures, or teams entering submittals will not be considered responsive unless it is established that all contractual responsibility rests solely with one Bidder or one legal entity. The submittal must indicate the responsible entity.

Submitters should be aware that joint responsibility and liability will attach to any resulting Contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

If you wish to mail your submittal, please note that it is the submitter's responsibility to ensure the submittal is received at the Front Desk of the Purchasing Office with enough time to have it time and date stamped on or before the solicitation receipt date and time. Faxed or emailed submittals will not be accepted. **LATE SUBMITTALS WILL NOT BE CONSIDERED.**

Submittals received after the time and date specified will be returned to the bidder unopened. A submittal may be withdrawn prior to the time set for opening submittals.

No submittal may be withdrawn for a period of one hundred and twenty (120) days after the date set for receipt of submittals.

## INSTRUCTIONS TO BIDDERS



### AFTER HOURS ANSWERING SERVICES

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#### **27. SUBMITTAL PROCEDURE – CONT'D**

At any time prior to the specified solicitation due time and date, a Bidder may withdraw the bid. Faxed withdrawals will not be considered.

Submittals received by the City with the signed Offer on the Offer and Acceptance Form/Proposal Signature document constitutes a legally binding offer by the Contractor.

All submittals are to be completed on City of Scottsdale (COS) forms without any alterations; failure to do so may result in your submittal being rejected.

#### **28. AWARD DETERMINATION**

Responsive proposals will be evaluated based on the evaluation criteria established within the solicitation document. Various elements of the proposal submittal will be reviewed and evaluated against the solicitation requirements. There may or may not be a requested presentation from the top proposals to further understand their proposal and how it responds to the solicitation requirements. Proposers should not assume there will be an opportunity for presentations and should therefore make their proposal submittals comprehensive in response to the solicitation requirements.

Upon conclusion of all of the evaluations, a recommendation is made to award to the Proposer that best meets the City's needs and provides the best value to the City.

Notwithstanding any other provision of the Request for Proposal, the City expressly reserves the right to:

- (1). Waive any immaterial defect or informality; or
- (2). Reject any or all Proposals, or portions thereof; or
- (3). Reissue a Request for Proposal.
- (4). To award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

#### **29. REJECTION OF BIDS**

The Purchasing Director or City Council reserves the right, as the interest of the City requires, to reject any or all submittals, to waive any informality in submittals received, to award a Contract by accepting or rejecting any alternate submittal(s) (additive or subtractive) and reserves the right to reject the submittal(s) of any Bidder who has previously failed to perform competently in any Contract with the City.

#### **30. PROTESTS**

Pursuant to the City of Scottsdale Procurement Code Section 2-213 an aggrieved person may protest any aspect of a solicitation prior to award of a Contract. As used herein, the phrase "any aspect of a solicitation" shall be limited in its interpretation to mean an alleged violation of the City's Procurement Code as it relates to the bid solicitation, its evaluation, or its award.

## INSTRUCTIONS TO BIDDERS



### AFTER HOURS ANSWERING SERVICES

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### 30. PROTESTS – CONT'D

A protest must be filed within ten (10) calendar days after the protestor, exercising reasonable diligence, knew or should have known of facts and circumstances upon which the protest is based. Failure to protest any issue, fact or circumstance the protestor knew or should have known upon the exercise of reasonable diligence within said ten (10) calendar day period shall forever preclude a hearing based upon that issue, fact or circumstance.

Notice of Awards will be given either through the City Council Meeting Agendas for those Contracts being awarded by City Council ( i.e. ,for construction and professional services) or through a Notice of Intent to Award posting, seven (7) calendar days prior to award, on the Purchasing section of the City's Internet Web Site for all administratively awarded Contracts. Award of Contracts shall be final and no protest pursuant to this section may be filed after award.

A protest must be in writing and shall:

- State the name and address of the aggrieved person.
- Identify the contracting activity and the number of the solicitation.

Contain a statement of all the grounds for the protest that the protestor then knows or should know based upon the exercise of reasonable diligence. Include supporting exhibits, evidence or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

Material submitted by a protestor shall not be withheld from an interested party except to the extent that the withholding of information is permitted or required by law or as determined pursuant to code provisions for confidential material.

If the protestor believes the protest contains material that should be withheld, a statement advising the Director of this fact shall accompany the protest submission.

The written protest must be filed with the Purchasing Director at the following address:

City of Scottsdale  
Purchasing Services Department  
9191 E San Salvador Dr.  
Scottsdale, AZ 85258  
Attn: James Flanagan, Purchasing Director

The Director may dismiss a protest, upon a written determination, before scheduling a hearing if:

The protest does not state a valid basis for protest; or

The protest is untimely pursuant to Procurement Code Section 2-213.

## INSTRUCTIONS TO BIDDERS



### AFTER HOURS ANSWERING SERVICES

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### 30. PROTESTS – CONT'D

If the Director determines a hearing is appropriate under the circumstances, the Director shall notify the protestor of the time and place set for a hearing on the protest. The Director may also give notice of the hearing to any other persons involved in the solicitation whose interests may be affected by the ruling requested from the Director. Any person whose interest is affected shall be permitted to intervene and participate in such hearing.

Nothing contained herein shall require that the protest hearing be held prior to the award, if evidence from the solicitation, its evaluation or its award cannot be released to the public until after the award in order to protect the competitive process or in the best interests of the City.

### 31. CONTRACT AWARD NOTIFICATION

Intent to Award notices for Contracts conducted as formal solicitations will be posted on Purchasing's website on the Intent to Award listing. Informal solicitations will be posted to the Award listing upon award. Intent to Award and award information can be found at the link provided below:

<https://eservices.scottsdaleaz.gov/eServices/Solicitations/Awards.aspx?CID=0>

The City Council must approve award of Contracts for construction and professional services exceeding the formal procurement limit. Any Contract award going to City Council for approval is not binding on the City until after approval by the City Council, even if previously signed by the Contractor and a City representative. All other Contracts exceeding the formal procurement limit may be administratively awarded by the Purchasing Director.

**It is the submitter's responsibility to access this information from the City of Scottsdale Purchasing website link provided above.** This is the only notification you will receive regarding the posting of Notices of Intent to Award and Award.

### 32. AWARD OF CONTRACT

By signing the Offer portion of the Offer/Acceptance Form as a part of the Response to the solicitation, the Contractor is making a non-contingent offer to Contract with the City strictly based upon the terms, conditions, and specifications contained in the City's solicitation. The City is under no obligation to accept any identified exceptions. These bid or proposal offers do not become Contracts until after the Purchasing Director has signed the acceptance portion of the Offer/Acceptance Form. The Contract is then considered awarded to the successful Contractor, eliminating the signing of a separate Contract.

For that reason, all of the terms, conditions and specifications of the procurement Contract are contained in the solicitation, unless any of the terms, conditions or specifications are modified by an addendum to the solicitation, a Contract amendment, or by mutually agreed written terms and conditions in the Contract documents.

The effective date of this Contract shall be the date the Purchasing Director signs the Offer and Acceptance Form, unless another date is specifically stated as the effective date.

**INSTRUCTIONS TO BIDDERS**



**AFTER HOURS ANSWERING SERVICES**

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**32. AWARD OF CONTRACT – CONT'D**

The Contractor is cautioned not to begin any billable work or provide any materials or services under this Contract until the Contractor receives a Purchase Order document or separate Notice to Proceed.

Once the City has awarded the Contract by signing the acceptance portion of the Offer/Acceptance Form, Notice of Contract Award and presenting it to the Contractor, the Contractor is required to provide all additional Bonds and/or Insurance Certificates, and other documentation required to issue the Purchase Order or Notice to Proceed; within ten (10) calendar days after the date of this Acceptance of Offer or Notice of Contract Award. If the Contractor fails to furnish the required documents within the stated ten (10) calendar days, they may be considered in default and may risk forfeiture of any applicable required Bid Bond. All required documents shall be sent to the Purchasing Representative listed in the solicitation.

**33. BID BOND**

(Not Applicable)

## GENERAL TERMS AND CONDITIONS



### AFTER HOURS ANSWERING SERVICES

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#### **1. ADDITIONAL SERVICE REQUESTED**

Any service requested which is not specifically authorized by the Contract or written adjustments thereto, requires the issue of a separate purchase order by the City for authorization to perform, and separate billing by the Contractor for payment.

#### **2. ADVERTISING**

No advertising or publicity concerning the City using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the City of Scottsdale.

#### **3. ARIZONA LAW**

The Contract and all Contract documents are considered to be made under, and will be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions. Any action to enforce any provision of this Contract or to obtain any remedy under this Contract will be brought in the Superior Court, Maricopa County, Arizona, and for this purpose, each party expressly and irrevocably consents to the jurisdiction and venue of this Court.

#### **4. ASSIGNMENT**

Services covered by this Contract may not be assigned or sublet in whole or in part without first obtaining the written consent of the Purchasing Director and Contract Administrator.

#### **5. ATTORNEY'S FEES**

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

#### **6. AUTHORITY**

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

## GENERAL TERMS AND CONDITIONS



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#### **7. CANCELLATION OF CITY CONTRACTS**

The City may cancel any Contract or Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the Contract is in effect, an employee of any other party of the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the City is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. 38-511).

#### **8. CAPTIONS/HEADINGS**

The headings used in the Contract documents are for ease of reference only and will not in any way be construed to limit or alter the meaning of any provision.

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

#### **9. CERTIFICATE OF INSURANCE**

The successful vendor(s) will be required to furnish the City of Scottsdale a Certificate of Insurance on a standard insurance industry ACORD™ form or its equivalent when separate insurance requirements are listed under clause #28-Insurance Requirements. The ACORD™ form must be issued by an insurance company authorized to transact business in the State of Arizona. A sample of a standard insurance industry ACORD™ form with the required additional insured language can be found on our Vendor Resources webpage under forms at: <http://www.scottsdaleaz.gov/Purchasing>. Failure to provide a Certificate of Insurance with the appropriate verbiage will result in rejection of your certificate and/or may be cause for Contract default. Additionally, Certificates of Insurance submitted without referencing the solicitation number will be subject to rejection and discarded.

#### **10. CHANGES IN THE WORK**

The City may at any time, as the need arises, order changes within the scope of the work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written Change Order.

The City will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to approval by the City.

Contract Change Orders are subject to the Rules and Procedures within the City's Procurement Code. Change Orders to Contracts may be executed, according to established rules, when provided for in the original Contract.

## GENERAL TERMS AND CONDITIONS



### AFTER HOURS ANSWERING SERVICES

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#### **10. CHANGES IN THE WORK – CONT'D**

The Contractor will not perform any additional services without a written Change Order approved by the City. If the Contractor performs additional services without a Change Order, the Contractor will not receive any additional compensation.

#### **11. CHEMICALS**

Contractors must agree to provide Material Safety Data Sheets ( MSDS ) for all substances that are delivered to the City of Scottsdale, that come under the Federal requirements of 29CFR 1910 Subpart Z - Toxic and Hazardous Substances, which includes 29CFR 1910.1200 - Hazard Communication

All Contractors using chemicals on City of Scottsdale property shall use only the safest chemicals, with the least harmful ingredients. These chemicals shall be approved for use by a City of Scottsdale representative prior to bringing them on property.

Contractors shall make every attempt to apply approved chemicals with highly volatile organic compounds, outside of working hours. Adequate ventilation shall be used at all times during the application of these approved chemicals.

In conjunction with the Occupational Safety and Health Standards, Subpart-Z Toxic and Hazardous Substances, and Section 1910.1200 Hazard Communication, Contractors are hereby informed of the presence of (or possible presence) of chemicals in the area where the work requested will be performed. It is the responsibility of all selected Contractors to contact the City of Scottsdale for specific information relative to the type of chemicals present and location of appropriate material safety data sheets.

#### **12. COMPLIANCE WITH FEDERAL AND ARIZONA STATE IMMIGRATION LAWS**

Under the provisions of A.R.S. §41-4401, the Bidder warrants to the City that the Bidder and all its Subcontractors will comply with all Federal Immigration Laws and Regulations that relate to their employees and that the Bidder and all its Subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Bidder or any of its Subcontractors will be considered a material breach of this Contract and may subject the Bidder or Subcontractor to penalties up to and including termination of this Contract or any subcontract.

The City retains the legal right to inspect the papers of any employee of the Bidder or any Subcontractor who works on this Contract to ensure that the Bidder or any Subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Bidder and any of its Subcontractors to ensure compliance with this warranty. The Bidder agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

## GENERAL TERMS AND CONDITIONS



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#### **12. COMPLIANCE WITH FEDERAL AND ARIZONA STATE IMMIGRATION LAWS – CONT'D**

The City will not consider the Bidder or any of its Subcontractors in material breach of this Contract if the Bidder and its Subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any Contract the Bidder enters into with any and all of its Subcontractors who provide services under this Contract or any Subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or Subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. The Contractor will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Contractor's failure to assure compliance by all its' Subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

#### **13. COMPLIANCE WITH FEDERAL AND STATE LAWS**

The City has entered into this Contract with the Bidder relying on his knowledge and expertise to provide the services contracted for. As a part of that reliance, the Bidder represents that he knows and understands the relevant and applicable federal and state laws that apply to the services provided through this Contract, and agrees to comply with these relevant and applicable federal and state laws.

The Bidder understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction Contracts: The Bidder must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

#### **14. CONFLICT OF INTEREST**

The City may cancel any Contract or Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party of the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the City is received by all parties to the Contract, unless the notice specifies a later time (A.R.S. 38-511).

#### **15. CONTRACT ADMINISTRATOR DUTIES**

The Contract Administrator shall be responsible to audit the billings, approve payments, establish delivery schedules, approve addenda, and assure Certificates of Insurance are in City's possession and are current and conform to the Contract requirements.

## GENERAL TERMS AND CONDITIONS



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#### **16. CONTRACTOR ON SITE SAFETY REPORTING REQUIREMENTS**

For any non-construction City supplier whose service Contract(s) (either singular or in aggregate) results in the Contractor working 500 or more hours on site at a City of Scottsdale location(s) in any one calendar quarter, the following documentation must be provided by the Contractor to the Contract Administrator (CA):

- the Contractor's most recent OSHA 300A (if applicable);
- all accident reports for injuries that occurred in the city under the Contract during the most recent review period;
- the Contractor's current worker's compensation experience modifier;
- the above information is to be provided to the CA initially and every February thereafter as long as the Contract is in force;
- the CA will provide this information to Risk Management when requested.

#### **17. CO-OP USE OF CONTRACT**

In addition to the City of Scottsdale, this Agreement may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Contractor.

#### **18. COUNTERPARTS**

This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

#### **19. ENDANGERED HARDWOODS**

Any construction, building addition or alteration project which is financed by monies of this state or its political subdivisions shall not use endangered tropical hardwood unless an exemption is granted by the Director of the State of Arizona, Department of Administration.

The Director shall only grant an exemption if the use of endangered tropical hardwood is deemed necessary for historical restoration or to repair existing facilities and the use of any substitute material is not practical. Any lease-purchase agreement entered into by this state or its political subdivisions for construction shall specify that no endangered tropical hardwood may be used in the construction unless an exemption is granted by the Director. As used in this subsection, "endangered tropical hardwood" includes ebony, lauan, mahogany or teak hardwood.

## GENERAL TERMS AND CONDITIONS



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#### **20. ENTIRE AGREEMENT**

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

#### **21. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Contract, the Bidder will follow the Federal government's guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex or national origin. The City of Scottsdale Diversity Office can be reached at 480-312-2727.

#### **22. ESTIMATED QUANTITIES**

All quantities referenced in this solicitation document are subject to adjustment dictated by City requirements. Quantities at variance with stated bid quantities may be purchased as required.

#### **23. EXECUTION OF CONTRACT**

The Contractor shall provide all the required documentation, which can include but may not be limited to, applicable bonds, insurance certificates, IRS W-9 Form and other documentation required to issue the Purchase Order or Notice to Proceed within ten (10) calendar days after the date of the Acceptance of Offer or Notice of Contract Award by the City. If a separate City Contract is required, the Contractor must execute it within ten (10) calendar days and return it to the City. Failure to complete these requirements within ten (10) calendar days may place the Contractor in default.

#### **24. FORCE MAJEURE**

The City shall not be held responsible for acceptance of all or any part of the materials tendered for delivery under this Agreement due to federal, state or municipal action, statute, ordinance or regulation, strike or other labor trouble, fire, windstorm or other incidents outside of the City's control which shall make such acceptance impossible or impractical.

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

#### **25. FUNDS APPROPRIATION**

If the City Council does not appropriate funds to continue this Contract and pay for required charges, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice to the Contractor at least 30 days before the end of its current fiscal period and will pay the Contractor for all approved charges incurred through the end of this period.

## GENERAL TERMS AND CONDITIONS



### AFTER HOURS ANSWERING SERVICES

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#### **26. INDEMNIFICATION**

To the fullest extent permitted by law, Bidder, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or willful actions, acts, errors, mistakes or omissions by Bidder relating to work or services performed under this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Bidder's and Subcontractor's employees.

Insurance provisions set forth in this agreement, if any, are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

#### **27. INDEPENDENT CONTRACTOR**

The services Contractor provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

#### **28. INSURANCE REQUIREMENTS**

##### **Insurance Representations and Requirements**

###### General

Contractor agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Contractor, must purchase and maintain, at its own expense, this Contract's stipulated minimum insurance with insurance companies properly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

## GENERAL TERMS AND CONDITIONS



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## 28. INSURANCE REQUIREMENTS – CONT'D

### Insurance Representations and Requirements – Cont'd

#### No Representation of Coverage Adequacy

By requiring the insurance stated in this Contract, the City of Scottsdale does not represent that coverage and limits will be adequate to protect Contractor. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements required by this Contract, but have no obligation to do so. Failure to demand any evidence of full compliance with the insurance requirements stated in this Contract or failure to identify any insurance deficiency does not relieve Contractor from, nor be construed or considered a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

#### Coverage Term

All insurance required by this Contract must be maintained in full force and effect until all work or services required to be performed under the terms of this Contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.

#### Claims Made

In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract, and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract.

#### Policy Deductibles and or Self-Insured Retentions

The policy requirements may provide coverage which contains deductibles or self-insured retention amounts. Any deductibles or self-insured retention are not applicable to the policy limits provided to City of Scottsdale. Contractor is solely responsible for any deductible or self-insured retention amount. City of Scottsdale, at its option, may require Contractor to secure payment of any deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

#### Use of Subcontractors

If any work under this Contract is subcontracted in any way, Contractor must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as stated in this Contract protecting City of Scottsdale and Contractor. Contractor will be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

## GENERAL TERMS AND CONDITIONS



### AFTER HOURS ANSWERING SERVICES

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## 28. INSURANCE REQUIREMENTS – CONT'D

### Insurance Representations and Requirements – Cont'd

#### Evidence of Insurance and Required Endorsements

Before starting any work or services under this Contract, Contractor must furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified in this Contract and provide the required coverage, conditions, and limits of coverage and that this coverage and the provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above cited policies expire during the life of this Contract, it is Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions.

Certificates must specifically cite the following provisions endorsed to the Contractor's policy:

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
  - a) Commercial General Liability
  - b) Auto Liability
  - c) Excess Liability - Follow Form to underlying insurance as required.
2. Contractor's insurance must be primary insurance as respects performance of subject contract.
3. All policies, except Professional Liability insurance, if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Contract.
4. If the Contractor receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Contractor's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

### Required Coverage

#### Commercial General Liability

Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

## GENERAL TERMS AND CONDITIONS



### AFTER HOURS ANSWERING SERVICES

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## 28. INSURANCE REQUIREMENTS – CONT'D

### Required Coverage – Cont'd

#### Workers Compensation Insurance

Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

## 29. LITIGATION

The Bidder will disclose any issue or potential issue that may have a material bearing on the financial condition, solvency or credit worthiness of the organization. Disclosure includes any material contingent liabilities or uninsured potential losses, involuntary Contract terminations in other jurisdictions and any voluntary or involuntary bankruptcy filings over the past 7 years. The Bidder will also disclose any litigation in which the Bidder has been involved in, either as a plaintiff or defendant, within the past 3 years, and the Bidder shall agree to notify the City within 24 hours of any litigation or significant potential for litigation of which the Bidder becomes aware. Further, the Bidder will be required to warrant that it will disclose in writing to the City all litigation involving the Bidder, the Bidder's related organization, owners and key personnel.

## 30. LOCAL CONDITIONS, RULES AND REGULATIONS

The Bidder shall familiarize himself with the nature and extent of the Contract documents, work to be performed, all local conditions, and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

## 31. MODIFICATIONS

Any adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of this Contract must be made by written Change Authorization approved by the Contract Administrator, Purchasing Director and the Contractor.

If Contractor performs any modification without written Change Authorization, the City shall not be obligated to accept said modification.

## 32. NO PREFERENTIAL TREATMENT OR DISCRIMINATION

In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin. The City of Scottsdale Diversity Office can be reached at 480-312-2727.

## GENERAL TERMS AND CONDITIONS



### AFTER HOURS ANSWERING SERVICES

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#### **33. NO WAIVER**

The failure of either party to enforce any of the provisions of the Contract documents or to require performance of the other party of any of the provisions of this Contract will not be construed to be a waiver of those provisions, nor will it affect the validity of the Contract documents, or the right of either party to enforce each and every provision.

No delay or failure of either party in exercising any right hereunder, and no partial or single exercise thereof, shall be deemed to constitute a waiver of such right or any other rights hereunder. All waivers must be in writing and signed by the party to be charged. Any waiver by either party of any requirement hereunder shall be deemed to be a specific limited waiver, and shall not be deemed to be a continuing waiver nor a waiver of any other requirement hereof.

#### **34. ORDER OF PRECEDENCE**

In the event of a conflict in the provisions of this solicitation or resulting Contract, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:

1. Signed and fully executed separate Contract or Offer and Acceptance Sheet
2. Special Terms & Conditions of the Solicitation
3. General Terms & Conditions of the Solicitation
4. Statement or Scope of Work ( SOW )
5. Specifications
6. Attachments
7. Exhibits
8. Instructions to Bidders
9. Other documents referenced or included in the Solicitation or Contract

#### **35. PATENTS**

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Scottsdale and its agents or bidders for alleged patent and/or copyright infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this Contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein.

The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires.

## GENERAL TERMS AND CONDITIONS



### AFTER HOURS ANSWERING SERVICES

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### 36. PAYMENT TERMS

The City of Scottsdale's payment terms are payment within thirty (30) days except in Title 34 circumstances where payment is required within fourteen (14) days. Payment may be sooner where cash discounts are offered for early payment; however, cash discounts offered will not be considered in determining lowest Bidder. In no event will payment be made prior to receipt of an original invoice containing invoice and Purchase Order numbers and receipt of purchased item. The City is not liable for delays in payment caused by failure of the vendor or Contractor to send invoice to the address specified below:

CITY OF SCOTTSDALE  
ACCOUNTS PAYABLE  
7447 E. INDIAN SCHOOL ROAD, #210  
SCOTTSDALE, ARIZONA 85251-4468

### 37. PRICE REDUCTION

If Contractor's, manufacturer, or supplier at any time during the course of this Contract, makes a general price decrease, to the Contractor, the Contractor shall promptly notify the City in writing and extend such decrease to the City effective on the date of such general price decrease.

### 38. RECORDS AND AUDIT RIGHTS

Bidder's and Subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract (all the foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City of Scottsdale, or its authorized representative, to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims based on Bidder's or Subcontractor's actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Contract. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City of Scottsdale or its authorized representative shall have access to said Records from the effective date of this Contract for the duration of the work and until three (3) years after the date of final payment by the City of Scottsdale to Bidder pursuant to this Contract.

The City of Scottsdale or its authorized representative shall have access, during normal working hours, to all necessary Bidder and Subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this Article. The City of Scottsdale shall give Bidder or Subcontractor reasonable advance notice of intended audits.

Bidder shall require Subcontractors to comply with the provisions of this Article by insertion of the requirements hereof in any Subcontract pursuant to this Contract.

## GENERAL TERMS AND CONDITIONS



### AFTER HOURS ANSWERING SERVICES

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#### **38. RECORDS AND AUDIT RIGHTS – CONT'D**

If an audit in accordance with this article, discloses overcharges, of any nature, by the Contractor to the City in excess of one percent (1%) of the total Contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Contractor.

#### **39. REGISTERED/LICENSES**

To be considered responsive, Contractors must be registered/licensed in the State of Arizona, if such registration/license is normally a requirement.

#### **40. REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION IRS W-9 FORM**

Upon request, the Contractor shall provide the required I.R.S. W-9 FORM which is available from the IRS website at [www.IRS.gov](http://www.IRS.gov) under their forms section.

#### **41. RISK OF LOSS**

Contractor agrees to bear all risks of loss, injury or destruction of goods and materials ordered as a result of this Invitation for Bid which occur prior to delivery to the City; and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Scottsdale and its agents or vendors for alleged patent and/or copyright infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein.

The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires.

#### **42. SCOTTSDALE CITY SEAL AND CITY SYMBOL**

The Scottsdale City seal (as defined in S.R.C. § 2-1) and the City symbol are **registered marks and are reserved solely for the City's use**. Any other use or **reproduction of the City's registered marks in any print, digital, or other media and without the City's express, written consent is prohibited**. As a breach of this prohibition may impair the City's reputation, dilute its mark(s), or otherwise cause the City irreparable harm, the City shall be entitled to an immediate injunction enjoining such use in addition to any other legal or equitable remedies.

## GENERAL TERMS AND CONDITIONS



### AFTER HOURS ANSWERING SERVICES

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#### 43. SEVERABILITY

If any provision of the Contract documents or the application of them to any person or circumstance is invalid, illegal or unenforceable to any extent, the remainder of the Contract documents and their application will not be affected and are enforceable to the fullest extent permitted by law.

#### 44. SUCCESSORS AND ASSIGNS

No right or interest covered by this Contract shall be assigned in whole or in part without the prior written consent of the City.

The Contractor and the City agree that the provisions of the Contract documents are binding upon the parties, their employees, agents, heirs and assigns. This Contract extends to and is binding upon the Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which the Contractor merges, consolidates or is liquidated, or any person, corporation, partnership or other entity to which the Contractor sells its assets.

#### 45. TERMINATION

**Termination for Convenience:** City reserves the right to terminate this Contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Contractor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and Subcontractors to cease such work. Contractor shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination.

Contractor shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Contractor's suppliers or Subcontractors which Contractor could reasonably have avoided. Contractor shall not unreasonably anticipate the requirements of this Contract.

**Cancellation for Cause:** City may also terminate this Contract or any part hereof with seven (7) days' notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any of the terms and conditions of this Contract. Late deliveries, deliveries of products which are defective or do not conform to this Contract, unsatisfactory performance as judged by the Contract Administrator, and failure to provide City, upon request, with adequate assurances of future performance shall all be causes allowing City to terminate this Contract for cause.

In the event of termination for cause, City shall not be liable to Contractor for any amount, and Contractor shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination. If it should be determined that City has improperly terminated this Contract for default, such termination may be deemed a termination for convenience.

In the event Contractor is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this Contract immediately upon giving notice to the Contractor.

## GENERAL TERMS AND CONDITIONS



### AFTER HOURS ANSWERING SERVICES

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#### **46. TESTING OF MATERIALS**

When required in the course of any service or Contract, the procedures and methods used to sample and test material, will be determined by the City. Unless otherwise specified, samples and tests will be made in compliance with the following: The City of Scottsdale Minimum Sampling Frequency Guide, The City of Scottsdale Material Testing Manual and the standard methods of AASHTO or ASTM, DSPM and MAG supplements.

The City will provide a pre-qualified City or Independent Testing Laboratory and will pay directly for initial City Acceptance Testing. When the first and subsequent tests indicate noncompliance with the specifications, the cost associated with that noncompliance will be paid for by the Contractor. When the first and subsequent tests indicate noncompliance with the specifications, all retesting will be performed by the same testing agency.

Rejected materials shall be immediately removed and shall not be used in any form for any other part of the work.

#### **47. TIME IS OF THE ESSENCE**

The City and the Contractor mutually agree that time is of the essence with respect to the dates and times contained in the Contract documents.

#### **48. WARRANTY**

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know, the particular purpose for which City intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use.

Contractor's warranty shall run to City, its successors, and assigns. Contractor agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to City, when notified of such nonconformity by City, provided City elects to provide Contractor with the opportunity to do so. In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, City, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by City in doing so. Contractor recognizes that City's requirements may require immediate repairs or reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse City for the costs, delays, or other damages which City has incurred.

**SPECIAL TERMS AND CONDITIONS**



**AFTER HOURS ANSWERING SERVICES**

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**1. ACCEPTANCE / AGREEMENT**

Contractor shall act under the authority and approval of the Contract Administrator for the City, further named herein, to provide the services required by this Contract.

Any Contract/Agreement made pursuant to this solicitation must be accepted in writing by the Offeror. If for any reason the Offeror should fail to accept in writing, any conduct by Offeror which recognizes the existence of a Contract/Agreement pertaining to the subject matter hereof shall constitute acceptance by Offeror of the Contract/Agreement and all of its terms and conditions. Any terms proposed in Offeror's acceptance of City's Contract which adds to, varies from or conflicts with the terms herein are hereby objected to. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the Contract/Agreement between the parties and may hereafter be modified only by written instrument executed by the authorized representatives of both parties.

**2. CITY OBSERVED HOLIDAYS**

City holiday time frame to be 6:00 P.M. the eve of the holiday until 6:00 A.M. on the day after the holiday.

City Holidays Include: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day (plus Day after Thanksgiving), Christmas Day.

- |    |                        |  |
|----|------------------------|--|
| a. | New Year's Day         | January 1st (or Friday before or Monday after)   |
| b. | Martin Luther King Day | 3rd Monday in January                            |
| c. | President's Day        | 3rd Monday in February                           |
| d. | Memorial Day           | Last Monday in May                               |
| e. | Independence Day       | July 4th (or Friday before or Monday after)      |
| f. | Labor Day              | 1st Monday in September                          |
| g. | Thanksgiving Day       | 4th Thursday in November                         |
| h. | Day after Thanksgiving | 4th Friday in November                           |
| i. | Christmas Day          | December 25th (or Friday before or Monday after) |

**3. FUEL SURCHARGES**

Fuel surcharges shall NOT be allowable during the term of this Contract.

## SPECIAL TERMS AND CONDITIONS



### AFTER HOURS ANSWERING SERVICES

RFP #15RP027

#### 4. **INVOICING**

All invoices submitted for work done under the scope of this Contract **MUST BE ITEMIZED**. Itemized invoices shall contain a **MINIMUM** of the following information:

- Vendor Name
- Remit to Address
- Purchase Order Number
- Invoice Date
- Invoice Number
- Date service/work was completed
- Complete description of work completed
- Location where service/work was performed
- Itemized list of all charges (quantity, description, unit pricing per the contract)
- Tax Amount (if applicable)
- Total Invoice Amount

The Contractor shall submit invoices with all supporting documentation within thirty (30) days after the service/work is completed and approved by the Contract Administrator.

#### 5. **KEY PERSONNEL**

The Contractor shall provide an adequate staff of experienced personnel capable of and devoted to the successful accomplishment of Contract work. The Contractor shall assign the specific individuals identified in its proposal to key positions. The Contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) identified and/or described in the Contractor's offer. Therefore, no substitution of such specified individuals and/or personnel shall be made without prior written approval of the CA. Any substitution of personnel under this Contract shall be equal or better than those identified in the Contract. The City's approval of a personnel substitution shall not be construed as an acceptance of the substitution's performance potential. No approval shall be unreasonably withheld of a proposed substitution of personnel. The Contractor shall bear all transitional expenses incurred for any costs associated with removing or replacing Key Personnel who are performing work under the Contract.

#### 6. **PRICE ESCALATION**

Price increases may only be requested by the Contractor, thirty (30) days prior to the anniversary date of the Agreement. Failure to do so may result in the denial of any increase requested.

Price increases will become effective only after approval by the Contract Administrator and the Purchasing Director and shall be effective for at least one (1) year from the date of approval.

Approved price increases will be applied to the unit pricing in the Agreement as a percentage increase.

**SPECIAL TERMS AND CONDITIONS**



**AFTER HOURS ANSWERING SERVICES**

**RFP #15RP027**

**6. PRICE ESCALATION – CONT'D**

The increased rate shall be based upon mutual consent of the Contractor and the Contract Administrator, however; the Contract Administrator shall evaluate the Contractor's performance, services and records documentation to determine the appropriateness of the increase requested.

The percentage increase in the unit pricing may not exceed the percent in the United States "Consumer Price Index" for All Urban Consumers West Urban (C.P.I.U.) U. S. City Average for the Percent Change from the Year Ago as published by the U. S. Department of Labor Bureau of Labor Statistics. Index Base Period 1982-84=100.

**7. PRICING**

Pricing shall be listed on the Pricing Proposal Form page. Prices quoted by the Offerors shall be applicable during the entire initial term of the Contract.

The pricing provided on the form will be the pricing used for both the Facilities Department and the Water and Sewer Operations Department. For reasons of clarity all submissions of pricing shall be priced in the same unit (size, volume, quantity, weight, etc.) as requested on the Pricing Proposal Form herein. Offerors failing to comply with this requirement may be declared non-responsive.

All charges associated with this Contract **MUST** be shown on the Pricing Proposal Form returned by the Offeror. Any charges not listed on the Pricing Proposal Form submitted with the Offeror's proposal shall not be allowed during the Contract period and any applicable extensions.

Unit prices quoted shall be applicable for any quantity ordered by the City of Scottsdale, or differentiated on the Pricing Proposal Form or other supporting documentation.

**8. PURCHASING PROCEDURE**

All orders require a City of Scottsdale purchase order that will be communicated by phone, fax or e-mail. No parts or commodities or work shall be rendered/are to be delivered without the issuance of a City of Scottsdale purchase order. Any invoices received from the Contractor without a City of Scottsdale purchase order number, referenced on the invoice, may remain unpaid.

**9. SINGLE AWARD**

The City of Scottsdale reserves the right to award this solicitation as seemed in the best interest of the City. While multiple awards are possible, the preferred procedure is to make a single award as a result of this solicitation process.

**10. TERM OF AGREEMENT**

The term of this Contract shall be for a one (1) year period from the effective date of acknowledgment of the Acceptance of Offer/Notice of Award.

**SPECIAL TERMS AND CONDITIONS**



**AFTER HOURS ANSWERING SERVICES**

**RFP #15RP027**

**10. TERM OF AGREEMENT – CONT'D**

The City and Contractor may mutually agree to extend this Contract for four (4) additional one (1) year periods, upon the recommendation of the Contract Administrator, concurrence of the Purchasing Director and/or City Council, depending on the Contract.

## SCOPE OF WORK



### AFTER HOURS ANSWERING SERVICES

RFP #15RP027

#### **1.0 GENERAL INFORMATION**

- 1.10 The City of Scottsdale wishes to establish a contract with a qualified contractor who will provide After Hours answering services from their facility. Services will be provided to the City of Scottsdale Water and Sewer Operations, and Facilities Management Departments.
- 1.20 The Water and Sewer Operations Department receives approximately 150 to 200 calls each month after normal business hours from City water and sewer customers who are reporting emergency situations that must be addressed immediately.
- 1.30 The Facilities Management Department receives an average of 15 calls per week after normal business hours.
- 1.40 To ensure quality Customer Service to City customers 24 hours a day, 7 days a week it is necessary to utilize the services of a professional Answering Service to efficiently document information from customers who contact the City to report emergency situations and accurately relay the information to the appropriate On-Call Water and Sewer Operations, and/or Facilities Management Departments contact.

#### **2.0 CONTRACT ADMINISTRATION**

- 2.10 The Contract Administrator shall be the Water Resources Office Coordinator, and the Facilities Department Space Planning Analyst, or designee. The Contract Administrator shall audit the billings, approve payments, establish delivery schedules, approve addenda to the contract, and generally be responsible for overseeing the execution of the contract.

#### **3.0 CONTRACTOR MINIMUM QUALIFICATIONS**

- 3.10 The Contractor shall be in compliance with all applicable Federal, State, Local, ANSI and OSHA laws, rules and regulations and all other applicable regulations for the term of this contract.
- 3.20 The Contractor, without additional expense to the City, shall be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the required services herein.
- 3.30 The Offeror shall have a **MINIMUM** of three (3) consecutive years' experience in providing telephonic customer service to utility services business.
- 3.40 The Contractor **MUST** have and maintain full time Company representation located in the Phoenix, Arizona metropolitan area, with the ability and authority to address all Contract issues that may develop.

## SCOPE OF WORK



### AFTER HOURS ANSWERING SERVICES

RFP #15RP027

#### 4.0 CONTRACTOR SERVICE REQUIREMENTS

- 4.10 Contractor shall furnish all labor, location, and equipment necessary for the completion of the scope of work described herein. The Contractor shall provide sufficient, experienced personnel capable of and devoted to the successful accomplishment of all work requests, as defined in this Solicitation, in the time frame required by the Contract Administrator for each City Department.
- 4.20 Must notify the City of Scottsdale Water Resources Department, or the Facilities Management Department, within an hour or less if equipment problems affecting service take place. Contact information will be provided after contract award.
- 4.30 Answer incoming calls in a friendly professional manner identifying to the caller that they have reached the "City of Scottsdale Water & Sewer After-hours Emergency Phone", or "City of Scottsdale Facilities Management After-hours Emergency Phone".
- 4.40 Must provide evidence that a back-up system exists to ensure uninterrupted answering services to Scottsdale customer calls in the event of a power outage.
- 4.50 Must have a minimum of one Spanish speaking Call Taker on duty for each shift.
- 4.60 The successful contracted answering service will be required to keep the average call duration time to 2.5 minutes per incoming call on a monthly basis. Contractor shall have personnel trained in concisely responding to customer's issues. In the event contractor continually averages calls exceeding 2.5 minutes the contractor shall provide additional training to staff in order to increase call efficiency. If additional training does not improve average talk time to meet the requirement the contractor shall provide to the contract administrator an action report containing details regarding which steps will be taken to rectify the situation. It will be at the contract administrator's discretion to make exceptions should unexpected circumstances escalate call time. As a reference, current call time average during normal business hours is 1.42 minutes.
- Monthly report with talk time stats for all calls
  - A Report to be provided for each department (Water and Facilities)
- 4.70 On occasion the City of Scottsdale may request answering services for calls during business hours. This situation is rare and shall be priced separately and per minute on the pricing proposal form. Historically this situation doesn't exceed 20 requests a year and represents 1-2 hours per occurrence.
- 4.80 Answering Service shall not charge the City for minutes spent while on hold. Offeror shall provide a flexible tiered pricing plan that will allow City of Scottsdale to pay only for minutes used as indicated on the pricing proposal form with the ability to fluctuate from tier to tier on a monthly basis as needed.

## SCOPE OF WORK



### AFTER HOURS ANSWERING SERVICES

RFP #15RP027

#### **5.0 SERVICE REQUIREMENTS – WATER RESOURCES DEPARTMENT**

- 5.10 Geographic familiarity with the City of Scottsdale water and sewer service area is preferred.
- 5.20 Shall provide an option for the Water Department to record a standard greeting that the customer hears prior to speaking with the call taker.
- 5.30 Must provide an option for the Water Department to create an alternate greeting to inform customers of an outage or system problem so incoming callers know the City is aware of the situation and is working to resolve it.
- 5.30.1 In this situation the Contractor's Answering Service will notify the Water/Wastewater Services Worker V when call volume is high and has increased to over 30 calls reporting the same problem.
- 5.30.2 In addition, in this situation the Answering Service may be instructed to change the alternate greeting to inform callers that the City is aware of the problem.
- 5.30.3 After the problem has been resolved, the Answering Service will change the greeting back to the normal message.

#### **6.0 SERVICE REQUIREMENTS – FACILITIES DEPARTMENT**

- 6.10 Geographic familiarity with the City of Scottsdale service area is preferred.
- 6.20 Shall provide an option for the Facilities Department to record a standard greeting that the customer hears prior to speaking with the call taker.

#### **7.0 CALL SCREENING**

- 7.10 Call takers will ask each caller if the situation they are reporting is an emergency that must be addressed before the normal business hours of 7:00 a.m. to 4:30 p.m., Monday through Friday.
- 7.10.1 Non-Emergency Calls: If the situation **can** be handled during normal business hours the call taker will take the caller's name, address, phone number and a description of the problem, question or concern and assure the caller that the situation will be addressed the next business day. The call taker will email the information to the City of Scottsdale "Water Operations – Customer Service" shared mailbox. In the event that electronic mail complications occur the information may be faxed to the City number provided.
- 7.10.2 Emergency Calls: If the situation **cannot** wait until normal business hours the call taker will take the caller's name, phone number and description of the water or sewer emergency and will assure the caller that they will receive a call back from the City Technician who is on call or the Weekend Crew. If it is determined that the Call Taker must relay the information to the On-Call Technician or the Weekend crew the call taker will follow specific instructions provided by Water Operations.

## SCOPE OF WORK



### AFTER HOURS ANSWERING SERVICES

RFP #15RP027

#### **8.0 REQUIRED SERVICE DAYS AND TIMES**

- 8.10 Monday – Thursday from 4:30 p.m. to 7:00 a.m. the following day.
- 8.20 Friday 4:30 p.m. through Monday 7:00 a.m. (Coverage is required 24 hours for both Saturday and Sunday).
- 8.30 On occasion the City of Scottsdale may request answering services for calls during business hours. This situation is rare and shall be priced separately and per minute on the pricing proposal form. Historically this situation doesn't exceed 20 requests a year and represents 1-2 hours per occurrence.
- 8.40 Refer to the Special Terms & Conditions for a listing of City of Scottsdale observed holidays.

**NOTE:** Holidays falling on Saturday will be observed on Friday and holidays falling on Sunday will be observed on Monday. When this occurs the contractor will be required to provide service.

#### **9.0 REPORTING REQUIREMENTS**

- 9.10 Answering Service must forward a report showing all call activity at the end of each shift via email to the contract administrator (or designee) that includes the following information:
- Time call was received
  - Time Dispatched to City On-Call Technician or Weekend Crew
  - Calls that can be handled during normal business hours will also be included on this report

## SUBMITTAL REQUIREMENTS CHECKLIST



### AFTER HOURS ANSWERING SERVICES

RFP # 15RP027

**NOTICE:** Bidders are **not** required to return a copy of the solicitation and/or any addenda issued by the City of Scottsdale, with your submittal. Please review the submittal requirements below for the list of information to be included with your submittal.

It is preferred that all submittals be prepared on 8½" X 11" paper and printed on one (1) side only. Foldout pages should be kept to a minimum. Bidders are reminded that the Evaluation Committee's ability to evaluate the proposals is dependent upon the organization, detail and readability of the submittal documents. A clear, complete and adequate response is very important. Please format your response to correspond with the areas listed below in the order they are listed below.

The Bidder's submittal should not exceed a **MAXIMUM of number twenty (20)** pages in length (single sided 8½" X 11" paper) and **MUST** include a **MINIMUM** of the following items listed below.

**NOTE:** Total page count excludes the cover letter, section dividers, table of contents, pre-printed material (City's Signature Page, Firm and Staff Qualification Summary Letter, and Disclosure Forms.), and all required submittal attachments included in the Bidder's proposal.

To constitute a valid responsive proposal by the Bidder to this solicitation, the Bidder's submittal **MUST** include a **MINIMUM** of the following items:

- Proposal Copies** – Submit one (1) unbound ORIGINAL and four (4) COPIES of the entire package.
- Offer/Acceptance Document (COS Form)** – Complete Offer portion of the document, signed in ink.
- Firm and Staff Qualification Summary Letter** – The Offeror shall submit a Firm and Staff Qualification summary document that illustrates the Offeror's understanding of the objectives of this Solicitation, as well as the qualifications, experience, training and other credentials that illustrate the Offeror and employee's abilities to successfully complete the scope of work represented in this Solicitation. The Firm and Staff Qualifications document should include a **MINIMUM** of the following items:
  - Offeror's document shall demonstrate previous experience performing work similar to the size and scope of the work identified herein.
  - Offeror's document shall demonstrate experience providing on call answering services to utility customer companies.
  - Offeror's document shall demonstrate an understanding of the goals identified herein for this contract, and provide a basic overview for the accomplishment of these goals.
  - Offeror's document shall identify the key issues and potential obstacles with respect to the scope of work identified herein. Offer's documents should provide a basic methodology to address and overcome all identified issues and obstacles.
  - Offeror's document shall contain a comprehensive description of all services that shall be provided.
  - Offeror's proposal shall identify the office location from which projects will be administered.
  - Offeror's document shall list all sub-consultants (if any) that will be used in the completion of projects identified herein, and the sub-consultants envisioned role in each project.

## SUBMITTAL REQUIREMENTS CHECKLIST – CONT'D



### AFTER HOURS ANSWERING SERVICES

RFP # 15RP027

- Local Knowledge** – Offeror's proposal shall identify the Offeror's familiarity with the City of Scottsdale local environment, streets, and other local issues pertinent to this project which enhances the Offeror's qualifications to successfully facilitate services. Geographic familiarity with City of Scottsdale water and sewer service areas is preferred.
- Key Project Areas** – Offeror's document shall demonstrate an understanding of the goals (i.e. calls kept to a 2.5 minute minimum) identified herein for this project, and provide a basic overview for the accomplishment of these goals. Offeror should include examples of training curriculum focusing on call conciseness and efficiency. Discuss the flexible tiered pricing plan which will allow the City to pay only for minutes used (allows ability to fluctuate from tier to tier per month as needed).
- Exceptions** – Offeror shall include all exceptions taken in regards to the terms and conditions as specified in this solicitation document, award documents, or attached contracts. All exceptions taken by the Offeror shall be clearly defined and the changes requested clearly identified in their submittal document. **Exceptions taken by the Offeror shall be used in the evaluation process.** If the Offeror does not indicate exceptions in their submittal document this will signify to the City that the Offeror is in full agreement with all areas of the solicitation document, attached award documents and contracts, and agree to all terms as stated.
- Subcontractor List (COS Form)** – Offeror shall provide a complete list of all the anticipated subcontractors the Offeror intends to use to complete the work covered under the scope of this Contract. Offeror shall identify the role envisioned by the subcontractor in the project. **Complete this form in its entirety.**

Note: if the Bidder does not plan to use any subcontractors, then the Bidder must indicate that in this section.

- Reference List (COS Form)** – Offeror's proposal shall demonstrate previous experience performing work similar to the size and scope of the work identified herein. Bidder shall provide a **MINIMUM** of three (3) recent and/or current, business references for which the Bidder has participated in projects with a similar scope and size to the project referenced herein. References supplied shall not be City of Scottsdale employees.
- Bidder Questionnaire – Company Information Form (COS Form)** – Fully completed Bidder Questionnaire – Company Information Form.
- General Disclosure Form (COS Form)** – Fully completed General Disclosure Form, signed in ink.
- Litigation Disclosure Form (COS Form)** – Fully completed Litigation Disclosure Form, signed in ink.
- Pricing Proposal Form(s) (COS Form)** – Fully completed Pricing Proposal Form(s).

#### **NOTE:**

"Please **do not** return a copy of the solicitation/addenda(s) with your proposal/submittal. Return only the required documents as referenced on the Submittal Checklist."

All submittals are to be completed on the City of Scottsdale (**COS**) forms without any alterations; failure to do so may result in your submittal being rejected.

## EVALUATION CRITERIA



### AFTER HOURS ANSWERING SERVICES

RFP # 15RP027

#### GENERAL

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Proposal Evaluation Committee.

#### PROPOSAL EVALUATION

All responsive proposals shall be evaluated by the Proposal Evaluation Committee using the weighting and criteria listed below. The recommendation for contract award will be made to the responsible Bidder whose proposal is determined to be the most advantageous to the City when applying the following criteria and weighting.

*The following is the weighting of criteria that will be used to review the proposals:*

DESCRIPTION	WEIGHTING
Firm and Staff Qualifications	30%
Key Project Areas	20%
Local Knowledge, Exceptions, References, Subcontractors	20%
Pricing	30%
<b>TOTAL</b>	<b>100%</b>

The following items may be used by the Proposal Evaluation Committee to evaluate each proposal submitted:

1. The Offeror's demonstrated experience on similar types of projects, including satisfactory reference checks relating to past work relationships, past performance on projects of similar scope and size, level of knowledge, reliability, flexibility and ability to meet project deadlines.
2. The ability and willingness of the Offeror to meet or exceed the specifications and standards of this solicitation and Offeror's understanding and perceived perception of the scope of work contained herein.
3. The content and quality of the Bidder's proposal and other presentation materials.

Offeror may be invited to make a presentation, but Offeror should not rely on a possible presentation to present their qualifications and offered services. If invited, the Offeror will be notified of the date and time of the presentation by the Contract Administrator. Results of any presentation may be used to determine the contract award.

**EVALUATION CRITERIA – CONT'D**



**AFTER HOURS ANSWERING SERVICES**

**RFP # 15RP027**

The evaluation committee may establish a short list of those proposals considered most advantageous to the City of Scottsdale.

- Short-listed Bidders may be invited to make presentation. At the presentation, the evaluation committee will score each Bidder.
- At the conclusion of all presentations, an overall ranking of proposals will be performed, combining the results of the proposal evaluations and the presentations.

The City of Scottsdale intends to enter into negotiations with the top ranked Bidder determined to provide the most advantageous combination of product and services as determined by the proposal and presentation.

Should negotiations with the top ranked Bidder fail to reach a satisfactory conclusion, the City of Scottsdale may at its sole discretion enter into negotiations with the second ranked vendor, or the City of Scottsdale may determine that no further negotiations will be conducted.

**PRICING PROPOSAL FORM**



**AFTER HOURS ANSWERING SERVICES**

**RFP # 15RP027**

The Unit Prices listed on the pricing proposal form shall be all inclusive and include all pertinent additional fees normally associated with this type of service. The proposed costs shall include all services as outlined in the Scope of Work section. No additional charges beyond the quoted unit price (except applicable sales tax) shall be allowed, unless authorized by the Contract Administrator before final invoicing.

NOTICE: Offeror's are strongly encouraged to read and understand the Consumer Price Index (CPI) Section. Renewals with allowable price increases will strictly be based on the CPI percentage (%) rate for each applicable renewal.

DESCRIPTION		FLAT RATE UNIT PRICE FOR 30 DAY PERIOD
Tier One	0-400 Minutes	\$ <u>394.25</u>
Tier Two	401-900 Minutes	\$ <u>863.69</u>
Tier Three	901-1300 Minutes	\$ <u>1,239.24</u>
Tier Four	1301-1600 Minutes	\$ <u>1,520.90</u>
Tier Five	1601-2000 Minutes	\$ <u>1,896.45</u>
Tier Six	2001-2400 Minutes	\$ <u>2,272.00</u>
<b>GRAND TOTAL</b>		\$ <u>8,186.53</u>

**ADDITIONAL RATES**

Monthly percentage discount provided to City of Scottsdale if total call average exceeds 2.5 minute requirement: 5 %

Per minute rate for special request answering services provided during business hours: Included per minute.

*NOTE: In the event of a mathematical error, the Unit Prices listed will prevail.*

**\*\*TAXES**

1. Do not include any use, or federal excise tax in your bid. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

**ADDENDA**

The Bidder hereby acknowledges that his bid/proposal pricing is based on all of the addenda that were issued by the City prior to the opening of this bid/proposal.

NO BID: If no bid please state reason:

COMPANY NAME: Answer Now, Inc

SUBCONTRACTOR'S LIST



AFTER HOURS ANSWERING SERVICES

RFP # 15RP027

COMPANY NAME: ANSWER NOW, INC

If any Bidder intends to subcontract any portion of this contract, the Bidder must submit the name, address, license number (if applicable) of each subcontractor including the extent of such subcontracting and include with bid submittal documents. (Bidder may supply additional pages as needed to identify all subcontractors).

NAME: NONE LICENSE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON/TELEPHONE#: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

EXTENT OF WORK: \_\_\_\_\_

NAME: NONE LICENSE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON/TELEPHONE#: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

EXTENT OF WORK: \_\_\_\_\_

NAME: NONE LICENSE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON/TELEPHONE#: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

EXTENT OF WORK: \_\_\_\_\_

NAME: NONE LICENSE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON/TELEPHONE#: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

EXTENT OF WORK: \_\_\_\_\_

REFERENCES



AFTER HOURS ANSWERING SERVICES

RFP # 15RP027

List minimum of (3) three Utility Services Business or other Governmental entities, excluding the City of Scottsdale, for whom your company has provided Court Interpreter service(s) of a similar scope as this Request for Proposal, during the past three years. Include the length of any contracts listed. Offerors may make multiple copies of this document as needed.

The following questions are asked to enable the evaluation team to assess the qualifications of Offerors under consideration for final award. This information may or may not be a determining factor in award of this solicitation.

Company Name: CITY OF GOODYEAR

Company Address: 190 N LITCHFIELD ROAD, PO BOX 5100

City/State/Zip: GOODYEAR, AZ 85338

Contact Person: RUSS WELBORN Telephone #: 623-882-7879

Email: RUSS.WELBORN@GOODYEARAZ.GOV Date of Service: 4/25/2011 - PRESENT

Type of Service Provided: AFTER HOURS SUPPORT

Company Name: CITY OF AVONDALE

Company Address: 11465 WEST CIVIC CENTER DRIVE

City/State/Zip: AVONDALE, AZ 85323

Contact Person: NANCY WALLACE Telephone #: 623-333-4476

Email: NWALLACE@AVONDALE.ORG Date of Service: 10/1/2011 - PRESENT

Type of Service Provided: AFTER HOURS SUPPORT

Company Name: INROADS

Company Address: 15849 N 71<sup>ST</sup> STREET

City/State/Zip: SCOTTSDALE, AZ 85254

Contact Person: LORI PEARCE Telephone #: 480-281-1507

Email: INROADSINFO@COX.NET Date of Service: 6/30/2012 - PRESENT

Type of Service Provided: EMERGENCY DISPATCH SERVICES

YOUR COMPANY NAME: ANSWER NOW, INC

BIDDER QUESTIONNAIRE – COMPANY INFORMATION



AFTER HOURS ANSWERING SERVICES

RFP # 15RP027

COMPANY INFORMATION

Company Local Office Physical Address 5665 W BEVERLY LN GLENDALE, AZ 85306  
Office Daytime Phone Number 602-331-1222  
Office Fax Number 602-242-9589  
Telephone Ordering Phone Number(s) \_\_\_\_\_  
Company Email Address rachel@answernowinc.com  
Company Operating Hours (Monday – Friday) 24/7  
Company Hours (Saturday) 24/7

NAME OF MAIN CONTACT

*(assigned to this contract)*

Rachel Iles  
Office Phone Number of Main Contract 602-331-1222  
Cellular Phone Number of Main Contact 602-332-2730  
Email of Main Contact rachel@answernowinc.com

NAME OF COMPANY MANAGER

Margo Weiss  
Office Phone Number of Company Manager 602-331-1222  
Email of Company Manager margo@answernowinc.com  
After Hour/Emergency Phone Number(s) 602-787-3900  
602-787-3650

Signature Rachel Iles  
Printed Name: Rachel Iles  
Title Contracts Manager  
Company AnswerNow, Inc

BIDDER GENERAL DISCLOSURE FORM



AFTER HOURS ANSWERING SERVICES

RFP # 15RP027

Bidder shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

**Debarment / Suspension Information** – Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

YES

NO

If "YES", in an attachment to this form identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

**Surety Information** – Has the Respondent or any of its principals ever had a bond or surety cancelled or forfeited?

YES

NO

If "YES", in an attachment to this form identify the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

**Bankruptcy Information** – Has the Respondent or any of its principals ever been declared bankrupt or filed for protection from creditors under State or Federal proceeding in the last seven (7) years?

YES

NO

If "YES", in an attachment to this form identify the date, court, jurisdiction, case number, amount of liabilities and amount of assets.

Rachel Iles  
Signature  
RACHEL ILES  
Printed Name

Contracts Manager  
Title  
4/13/15  
Date

COMPANY NAME: AnswerNow, Inc

BIDDER LITIGATION DISCLOSURE FORM



AFTER HOURS ANSWERING SERVICES

RFP # 15RP027

Bidder shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this contract ever been indicted or convicted of a felony or a misdemeanor involving theft or moral turpitude in the last five (5) years?

YES

NO

Have you or any member of your Firm or Team to be assigned to this contract ever been terminated (for cause or otherwise) from any work being performed for the City of Scottsdale or any other Federal, State or Local Government?

YES

NO

Have you or any member of your Firm or Team to be assigned to this contract ever been involved in any claim or litigation with the City of Scottsdale or any other Federal, State or Local Government during the last ten (10) years?

YES

NO

If you answered "YES", to any of the above questions, in an attachment to this form, please indicate the name(s) of the person(s), the nature, and status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable.

Rachel Iles  
Signature

Contracts Manager  
Title

RACHEL ILES  
Printed Name

4/13/15  
Date

COMPANY NAME: Answer Now, Inc

**Request for Proposal  
City of Scottsdale  
Water and Sewer Operations Department  
And  
Facilities Management Department**

**RFP Number: 15RP027**

Submitted by:  
AnswerNow, Inc  
5665 W Beverly Lane  
Glendale, Arizona 85306  
602-331-1222  
800-226-0491



**AnswerNow!**

**Contact:  
Rachel Iles  
Contracts Manager  
rachel@answernowinc.com  
602-331-1222  
800-226-0491**



**AnswerNow!**

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**AnswerNow!**

## **General Information and Location**

The legal name of our organization is AnswerNow, Inc and is a wholly owned subsidiary of Cosmopolitan Services, Inc. We are located at 5665 West Beverly Lane, Glendale, Arizona 85306. Our Tax Identification Number is 86-0909352 and we are classified as a corporation.

AnswerNow only has one location as listed above, and its parent company Cosmopolitan Services, Inc resides in the same building.

Owned and operated under the same ownership as Cosmopolitan Services Inc., AnswerNow, Inc. is a female-owned small business enterprise which has been operating in the west side of the Phoenix Metropolitan area for over 35 years by Arizona natives. Our company has always focused on tailoring the service we provide to meet each individual client's needs. We understand the importance of accuracy and timeliness. Our professional team members are trained to ensure information is received in a detailed manner and delivered according to each client's preference. In order to ensure we are meeting our clients' needs, 60 percent of our staff is bilingual, articulate and educated in both English and Spanish. Bilingual specialists are available to assist Spanish speakers 24 hours a day.

AnswerNow has earned multiple awards, being recognized as the number one ranking contact center internationally for our level of customer service and dependability (multiple backups and redundancies in place). We have also been recognized on a local and national level as a Best Places to Work Company. AnswerNow has built a solid reputation of dependability for our clients, providing comfort and customer satisfaction. Our company culture is one in which we focus on being employee-centric, offering the best benefits to our team. We do this because we recognize our team as our most valuable asset, as they are the people who will be interacting with our clients and their customers. Through a focus on employee satisfaction, we have been able to continually provide and improve our client satisfaction.



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## **Key Positions**

### President/CEO: Margo Weiss

An Arizona Native, Margo Soll Weiss has been with AnswerNow's parent organization since its inception in July 1976, and started AnswerNow, Inc as a commercial, order entry and customer call center in March of 1998. Margo assumed 50 percent ownership of Cosmopolitan Services, Inc in 1983 and became the Vice President of the organization after having served in many positions including Supervisory Roles, Scheduling Coordinator, and Operations Manager. Margo purchased all remaining shares of the organization in 1997.

### Operations Manager: Dennis Bradbury

Dennis is a native Arizonan who has recently joined AnswerNow in 2014. Dennis has over 16 years of call center experience in variety of capacities, including large and small contact center environments, phone team leadership, planning of human, capital and facility resources required to address call volumes, and planning/implementation of call center platforms and integration with other systems. Dennis manages all Call Center Operations and is responsible for overseeing call center personnel and monitoring call center metrics. Dennis manages Call Center Team Managers and Team Members who are ultimately responsible for handling incoming calls on the call center floor.

### Project Manager: Thomas Schenk

Thomas hails from Ohio, but has lived in Arizona since 2000 and has been with AnswerNow for 11 years. After service in the United States Marine Corps and United States Army National Guard, Thomas worked in the hospitality industry in northern Arizona. Thomas has assumed numerous roles and responsibilities with AnswerNow ranging from Call Center Supervisor, Trainer, Account Manager and currently Project Manager. Having worked in multiple departments, Thomas is now responsible for assuring all departments are working together to complete new account projects. Thomas is also a student at Arizona State University, and is near completion of his Bachelor's degree in Applied Computing.

### IT Director: Kelly Weiss

Kelly started his career with the 82<sup>nd</sup> Airborne Division of the United States Army specializing in secure communications. He was educated at Embry Riddle Aeronautical University and Campbell University and then returned home to the Valley of the Sun to continue his engineering education at Arizona State University. Kelly has lived in the Valley for 35 years, and has been with Cosmopolitan Services Inc since 1987. Kelly has been instrumental in the installation and implementation of our primary call center platform as well as all supplemental and third party applications. He oversees the IT Department, responsible for maintaining all systems on a daily basis. Kelly works to ensure a smooth transition of all telephony, database, custom report and other IT related items to meet AnswerNow's goal of providing the highest level of service to our customers.



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IT Systems Administrator: Zach Pappo

Zach has lived in Arizona since 1994 and has been with AnswerNow for five years. After working for as a computer technician, Zach went on to receive a Bachelor's degree in Informatics as well as Master's degree in Information Systems Engineering and Computer Engineering from Western International University. Zach is responsible for software development and maintenance, and management of AnswerNow's data network and servers.

Account Manager: Luma Terrell

Now in her second year with AnswerNow, Luma has recently transitioned from a Team Manager role to an Account Manager role. Luma is responsible for being a single point of contact for all aspects of your account including updates and informational changes, billing questions, or any other questions or discussion you need to have. Luma currently manages all accounts at AnswerNow relating to municipalities and is very familiar with the common processes for these accounts.

Supervisory Team / Team Managers

Team Managers are assigned to the call center floor 24 hours a day, 7 days a week to oversee Call Center Team Members, and ensure our clients are receiving the highest level of quality service. Each of our Team Managers has worked as an operator/Team Member before beginning Supervisory training.

Team Members / Operators

- We employ approximately 75 Team Members who handle incoming call traffic for our clients. In a recent poll, we discovered that over half of our staff are either Arizona natives, or have lived in Arizona for at least 10 years.
- Approximately 60% of our staff is bilingual (English/Spanish), and we have bilingual Team Members available to assist callers 24 hours a day, 7 days a week.
- Our Team Members/Operators have an average tenure of 2-3 years, far surpassing the industry average of 120 days.
- Most of our Team Members have either attended, or are currently attending, college.
- All Team Members are required to complete drug and background screening at the beginning of their employment, and are subject to random drug and background screening at any time.
- All Team Members complete a three week training course before graduating to the call center floor, and are required to maintain a 95% average on all quality service scoring in order to maintain their position.
- All AnswerNow Team Members work onsite at our facility. We do not utilize any home based operators for data security and confidentiality purposes.



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## **Experience and Qualifications**

AnswerNow has had the opportunity to work with contractors, government agencies, energy companies, as well as small and large businesses in the private sector. The broad spectrum of our clients further proves our team's ability to personalize solutions to each client. Our team has the experience and the tools to manage the most complex of accounts. All of our Team Members are based in the Phoenix Metropolitan area and work out of our call center located near 59th Avenue and Bell Road. We do not employ home based agents, allowing us to better control quality and ensure that our clients' callers receive consistent, professional responses. A vast majority of our staff percent of our staff resides in North Phoenix or the West Valley, just a short drive away from Scottsdale. AnswerNow regularly targets Team Members in the area surrounding our office for employment, and is currently hiring Team Members as a result of growth and not job replacement.

AnswerNow has experience in dealing with a similar scope of work and requirements when compared to that presented by the City of Scottsdale. We currently provide a variety of after-hours answering services for the cities of Avondale AZ and Goodyear AZ. The scope of work for these organizations is very similar to that listed for the City of Scottsdale. Additionally, we provide emergency dispatch services for the Arizona Department of Transportation and have worked on the Valley Metro Light Rail project responding to customer inquiries and complaints and providing emergency dispatch services for workers injured on the job.

AnswerNow has proudly worked alongside the City of Scottsdale for the last five years in an after-hours answering service capacity. The process currently developed for the City of Scottsdale was developed as the result of numerous in person, phone, and email exchanges with the appropriate members of the City of Scottsdale Facilities Management and Water Resources departments in order to best meet the needs of each Department. As with most government departments, we receive a fair amount of calls that are not intended for the specific departments we answer for. We have established a process to quickly locate the correct number to refer callers to, instead of just advising them they have reached a wrong number/department. We have also developed an in-house, live issue tracking application that allows us to identify when multiple callers contact us within a designated time frame regarding the same matter. When an urgent or emergent situation arises, we will often receive numerous, simultaneous calls for the issue. This application allows our agents to easily search and view detail, location, and involved resources of current issues to eliminate the multiple (duplicate) calls to on call staff regarding the same issue or problem.



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## Proposed Services Provided

In reviewing all requirements from the City of Scottsdale, we are confident that AnswerNow will not only meet, but exceed, your contact center requirements. AnswerNow will be able to provide monthly reporting based on the criteria listed in the Scope of Work.

Our team members receive several weeks of training prior to taking calls, as well as follow-up classes at regular intervals afterward to ensure ongoing improvement in the areas of accuracy and efficiency. To further ensure accuracy and efficiency, team members taking calls on behalf of the City of Scottsdale typically have at least 6 months' experience with AnswerNow prior to becoming eligible for training in order to take City of Scottsdale calls, and are required to have at least 1 year of customer service experience prior to starting their career with AnswerNow. Our Project Management and Account Management teams work together to ensure that instructions are presented to our team members in a detailed yet easy-to-comprehend fashion to ensure the information they need is at their fingertips. The combination of these factors has helped AnswerNow successfully maintain an average talk time for City of Scottsdale Water and Sewer Operations Department of 1 minute, 46 seconds per call and an average talk time for the City of Scottsdale Facilities Department of 1 minute, 25 seconds per call. AnswerNow will furnish a monthly report to any designated parties with average talk time statistics as directed in the proposal.

Each department of the City of Scottsdale is assigned a specific direct dial number, assigned only to the City of Scottsdale, for calls returned from the City of Scottsdale to AnswerNow! Once a call has been received, the caller will not be placed on hold because we operate in a "single call environment." The City of Scottsdale has the opportunity to customize the manner in which the line is answered, so each call will be answered "Good am/pm City of Scottsdale <department> emergency phone line, this is <team member name>, how may I help you?" The additional pleasantries added to the answer phrase ensure the caller from the beginning of the call they will have a pleasant experience, and our Team Members are here to assist in any manner possible. During each call, Team Members are required to follow a rigorous Quality Assurance model including appropriate opening and closing, verification of information, advising the caller what we are doing with their message, using basic pleasantries (may I, please and thank you), as well as correct grammar.

In addition to the customized answer phrase provided by our team member, each division has the opportunity to record their own Personalized Greeting which can be played before the team member comes on the line. The greeting can be completely customized to meet the needs of the individual department, and relay any necessary information that might need to be shared with the caller. The greeting can be recorded by City personnel or by a representative of AnswerNow, whichever is more convenient.



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All members of our Administrative and Management staff are trained to assist with phone calls, and are required to answer calls on the Operations floor on a regular basis to maintain account training and familiarity. Should the City need to call forward to the answering service with short notice during office hours, the calls will be handled in a timely manner by our team of professionals. Our Management staff monitors our hold times closely throughout the day so that additional team members can be added quickly if spurts of call volume arise. Our clients can rest assured knowing that our administrative team is standing by to assist with any unexpected volume should the need arise.

Our contact center operates 24 hours a day, 7 days a week, including holidays. We have management staff on site 24 hours a day to ensure our team has adequate support at all hours of the day, and to ensure that any issues are handled in a timely manner. In addition to management staff, we also have bilingual (English and Spanish) Team Members on premises 24 hours a day. Our bilingual staffing is not completed by at home agents, or subcontracted through another agency.

At AnswerNow, all clients are assigned an Account Manager. The Account Manager is accessible via telephone, email and fax during posted office hours. Account Managers are the single point of contact for all items including billing questions, questions regarding messages, updates to contact numbers or other instructions, requests for call recordings to be reviewed, etc. The dedicated Account Manager for each account is also trained to look for opportunities to proactively improve the level of service our callers are receiving by communicating any unusual circumstances and proactively assisting with the development of customized solutions as the opportunities arise. All Account Managers are cross trained with other Account Managers to ensure proper handling of each client's accounts while out of the office or on vacation. Outside of the Account Manager's office hours, we have a manager on premises 24 hours a day to assist with any additional questions or concerns.

In the event of unforeseen technical or weather issues, AnswerNow has redundancies in place as outlined in the Disaster Recovery Plan. In the rare event that an unforeseen issue should arise which prevents us from providing service, we maintain an emergency contact list to contact our clients immediately.

## **Customer References**

- A. Organization Name: City of Goodyear
  - a. Contact: Russ Welborn
  - b. Address: 190 N Litchfield Road, PO Box 5100, Goodyear, AZ 85338
  - c. Telephone Number: 623-882-7879
  - d. Email Address: russ.welborn@goodyearaz.gov
  - e. Type of services provided: AnswerNow provides after hours answering service, including weekends and major holidays for several divisions overseeing issues



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with public water and sewer lines, issues with roadways including traffic signs and signals, the collection of sanitation materials (garbage/recycling), and a host of other items. AnswerNow has operators available 24/7 to provide a first point of contact resolution in some cases, to dispatch non-urgent calls to appropriate parties for follow-up at a later time, and to dispatch on call staff for emergencies. AnswerNow also provides virtual reception services on an as needed basis to accommodate meetings and other activities during regularly scheduled offices hours for the City of Goodyear.

**B. Organization Name: City of Avondale**

- a. Contact: Nancy Wallace
- b. Address: 11465 West Civic Center Drive, Avondale, AZ 85323
- c. Telephone Number: 623-333-4476
- d. Email Address: [nwallace@avondale.org](mailto:nwallace@avondale.org)
- e. Type of services provided: AnswerNow provides after hours answering service, including weekends and major holidays for several divisions overseeing issues with public water and sewer lines, issues with roadways including traffic signs and signals, the collection of sanitation materials (garbage/recycling), and a host of other items. AnswerNow has operators available 24/7 to provide a first point of contact resolution in some cases, to dispatch non-urgent calls to appropriate parties for follow-up at a later time, and to dispatch on call staff for emergencies. AnswerNow also provides virtual reception services on an as needed basis to accommodate meetings and other activities during regularly scheduled offices hours for the City of Avondale.

**C. Deer Valley Unified School District**

- a. Contact: Jeff Long
- b. Address: 20402 N 15<sup>th</sup> Avenue, Phoenix, AZ 85027
- c. Telephone # 480-467-5021
- d. Email: [Jeff.Long@DVUSD.org](mailto:Jeff.Long@DVUSD.org)
- e. Type of services provided: AnswerNow provides after hours answering service, including weekends, holidays, and multiple other occasions throughout the year where the School District is closed. Calls cover a wide range of topics from parents calling about missed school busses to questions about whether school is open or closed on a particular date to reports of violence or other issues. Calls are categorized based on urgency and dispatched to one of a large number of School District contacts based on call type.

**D. Organization Name: InRoads**

- a. Contact: Lori Pearce
- b. Address: 15849 North 71<sup>st</sup> Street, Scottsdale, Arizona, 85254
- c. Telephone Number: 480-281-1507
- d. Email Address: [inroadsinfo@cox.net](mailto:inroadsinfo@cox.net)



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- e. Type of services provided: InRoads contracts with multiple government agencies to assist with city and state projects. AnswerNow acts as a subcontractor for InRoads to provide answering services and respond to inquiries from callers regarding construction projects, including the Metro Light Rail. We currently provide emergency dispatch services for the Arizona Department of Transportation. If any workers are hurt on the job, we serve as the point of contact for the foreman and construction crews, contacting the appropriate emergency response teams.

## **Disaster Recovery Plan**

Providing the highest level of Customer Service to our clients doesn't stop with the level of service they receive on the phones. Having been in business for over 35 years, we have had the opportunity to ensure back up measures are in place for all aspects of our business. AnswerNow is 99.999% run time certified by ATSI, which is an international industry association. In order to achieve this certification, answering services must prove they have necessary backup and redundancies in place to ensure active services 99.999% of the time.

**Redundant Phone Lines.** Our office has fiber optic cable laid that travels two directions outside of our building to two different central offices at the phone company. What this means is that if there is ever a problem with our primary phone lines being out of service for any reason, our phone system automatically reverts to the alternate set of phone lines traveling to the alternate central office location. Should there be a major phone disaster, and both central offices lose the ability to provide phone service, we also utilize VOIP (Voice Over Internet Protocol) as an additional redundancy. This allows us to also maintain telephone service via the Internet as a tertiary backup to ensure our clients never lose phone calls.

**Power Backup.** Should our building ever lose power, our system will automatically revert to our battery backup system. While our battery backup system is being utilized, our onsite diesel generator is automatically started, and all power resources are supplied through the onsite generator for the duration of the power outage. Having an onsite diesel generator provides an advantage over contracting with a generator company because we have guaranteed power backup at our own location with no wait time. Should there be a major power outage in Arizona, contracted generator companies will not be able to meet demand for all contracted customers. In addition to powering our primary equipment and lighting, our battery backup and generator also provide power to our air conditioning units to ensure comfortable working conditions for our staff during these times.

**Information Storage.** All of our systems are backed up on a daily, weekly, monthly, and quarterly basis. A copy of all system back ups are stored on-site in a secure, fireproof location, as well as at a secure off-site location. Should we ever experience a systems failure, we could simply load our backups and resume services to our clients allowing for rapid recovery. Should



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there ever be a disaster in our facility, our back up process provides us the opportunity to relocate off site and have our Team Members work from an alternate location if needed.

**Disaster Recovery Agreement with Other Services.** Should there ever be a major disaster that prevents us from resuming normal operations in Arizona, we have a Disaster Recovery Agreement with another contact center in another state that would allow us to either have our Team Members travel to their location and work out of their offices, or in dire emergencies, we could route all calls to their facility and their contact center staff could handle calls in an emergency situation.

### Price Schedule

Pricing may vary from month-to-month to allow the City of Scottsdale flexibility and to help ensure that monthly costs are a reflection of minutes used. Any time spent by a caller on hold waiting for an operator is not included in the total minutes used.

Tier 1	0-400 minutes	\$ 394.25
Tier 2	401-900 minutes	\$ 863.69
Tier 3	901-1,300 minutes	\$ 1,239.24
Tier 4	1,301-1,600 minutes	\$ 1,520.90
Tier 5	1,601-2,000 minutes	\$ 1,896.45
Tier 6	2,001-2,400 minutes	\$ 2,272.00

**\*Holidays and other services provided during office hours are included in these prices**

### Services included in your cost

- **Bilingual coverage.** We have Spanish speaking Team Members on staff 24 hours a day, 7 days a week guaranteed. Should your callers require bilingual assistance, we provide this service at no additional charge.
- **Holidays.** Our job is to be here when your office is closed. Therefore we do not charge a higher rate for holidays, as we feel this should be included as part of the service you sign up for. At AnswerNow! we believe that 24 hour coverage should truly be 24 hour coverage.
- **Short notice office coverage.** Should you find yourself in need of phone assistance during hours we ordinarily don't answer, we will handle your calls at your regular price per minute, with no additional cost associated.



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- **Dedicated Customer Service Representative.** Instead of having to speak with someone different every time you call, one of our tenured Customer Service Representatives will be assigned as the single point of contact for your account. You will have one person to work with on a regular basis should you have any questions, concerns, on call information to deliver, etc.
- **Email or fax delivery.** We will send you a daily copy of all messages received/taken at the time and delivery method of your choice. This is an automated process.
- **Text message / pager delivery.** When delivering messages to your on call personnel, this service is automated.

## Sample Reporting

IN (\*FILE\*): 2015-03-23 12:01 pm JUB  
OUT (\*FILE\*): 2015-03-23 12:05 pm JUB JUB  
CITY OF SCOTTSDALE CALL REPORT  
12:01:29 2015-03-23

REPORTED BY: JOHN  
CALL BACK #: 480-507-3497  
LOCATION: ONE CIVIC CENTER

ADDRESS: 7447 E 1ST AVE

PROBLEM: CLOGGED TOILET, 2ND FLOOR LADIES  
ROOM, LAST STALL

CATEGORY: PLUMBING  
ON CALL CONTACTED? YES -> PLUMBING

ETA:

\*\*\*\*\* ACTIVITIES \*\*\*\*\*

EDIT 03/23/2015 12:04:00 pm AGT: JUB  
REVERSE SAVE 03/23/2015 12:04:00 pm AGT: JUB  
Dial DAYTIME ON CALL MBL 94802205867 03/23/2015 12:04:00 pm AGT: JUB  
MBL O/C DAYTIME, STEVE 03/23/2015 12:05:00 pm AGT: JUB  
EDIT 03/23/2015 12:05:00 pm AGT: JUB  
EMAIL OK: OFC EMAIL, [SDENNING@SCOTTSDALEAZ.GOV](mailto:SDENNING@SCOTTSDALEAZ.GOV); [FACILITYWORKORDERS@SCOTTSDALEAZ.GOV](mailto:FACILITYWORKORDERS@SCOTTSDALEAZ.GOV)

EXHIBIT B  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
ANSWERNOW, INC.

[Work Orders]

See following pages (to be attached subsequent to execution).