



**CITY OF
TUCSON**

Contract No. 250053-01

**Housing Program Employment Verification and
Background Check Services**

Vendor: Experian

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Contract Addenda



Supplier Contract (SCON)



Certificates of Insurance / Endorsements



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/8/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (312) 442-7200 USI Insurance Services LLC 222 S. Riverside Plaza, Suite 900 Chicago, IL 60606	CONTACT NAME: Elaine Shellstrom PHONE (A/C, No, Ext): 630.625.5234 FAX (A/C, No): E-MAIL ADDRESS: elaine.shellstrom@usi.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Sentry Insurance Company</td> <td>24988</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Sentry Insurance Company	24988	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Sentry Insurance Company	24988														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Experian Holdings, Inc. and all Subsidiaries Attn: Jennifer Dyer 475 Anton Boulevard Costa Mesa, CA 92626															

COVERAGES**CERTIFICATE NUMBER:** 16006786**REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	9019049003	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Contractual Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	9019049004	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	X	9019049001	4/1/2025	4/1/2026	☒ PER STATUTE ☐ OTH-ER
A		N/A	X	9019049002	4/1/2025	4/1/2026	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as additional insured on a primary and noncontributory basis with respect to general liability and auto liability, where required by written contract, in accordance with the terms and conditions of the policies.

Waiver of subrogation in favor of the certificate holder applies with respect to general liability, auto liability and workers compensation, where required by written contract, in accordance with the terms and conditions of the policies.

CERTIFICATE HOLDER**CANCELLATION**

City of Tucson
 Business Services Department - Procurement
 255 W Alameda St, 6th Floor
 Tucson, AZ 85701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED, PRIMARY & NONCONTRIBUTORY, WAIVER OF SUBROGATION

This endorsement modifies the coverage provided under the following Coverage Form(s):

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage enhancements are listed below. For details of each coverage, please read the corresponding policy provisions in the body of this endorsement.

1. Additional Insureds - Automatic Status for 12 Additional Insured Types

- A.** Automatic Status When Required In Written Contract Or Agreement (for Acts or Omissions In The Performance of Your Operations)
- B.** Lessor of Leased Equipment
- C.** Owners or Other Interests From Whom Land Has Been Leased
- D.** Manager or Lessor of Premise
- E.** Mortgagee, Assignee, or Receiver
- F.** Controlling Interest
- G.** Co-owner Of Insured Premises
- H.** Executors, Administrators, Trustees Or Beneficiaries
- I.** State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises
- J.** Any Person Or Organization You Are Performing Work For
- K.** Vendors
- L.** Grantor of Franchise

2. Primary and Noncontributory - Other Insurance Condition

3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Additional Insureds - Automatic Status for 12 Additional Insured Types

Section II - Who Is An Insured is amended to include the following as additional insureds when you have agreed to add that person or organization as an Additional Insured on your policy in a written contract or written agreement with that person or organization, or because of a permit issued by a state or political subdivision; provided the injury or damage occurs subsequent to the execution of the contract or agreement or issuance of the permit and while the contract, agreement or permit remains in effect.

A. Automatic Status When Required In Written Contract Or Agreement (for Acts or Omissions In The Performance of Your Operations)

- 1)** A person or organization with respect to liability for:
 - a.** "Bodily injury" or "property damage" not included in the "products-completed operations hazard"; or
 - b.** "Personal and advertising injury"; caused by, in whole or in part, your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your operations.

- 2) With respect to insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to rendering of or failure to render any professional service. This includes but is not limited to:

- a. Legal, accounting or advertising services;
- b. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- c. Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
- d. Engineering services, including related supervisory or inspection services;
- e. Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
- f. Any health or therapeutic service treatment, advice or instruction;
- g. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
- h. Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
- i. Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- j. Body piercing services;
- k. Services in the practice of pharmacy;
- l. Law enforcement or firefighting services; and
- m. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

B. Lessor of Leased Equipment

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- 2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. Owners or Other Interests From Whom Land Has Been Leased

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the land leased to you by the additional insured person(s) or organization(s).
- 2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

 - a. Any "occurrence" which takes place after you cease to lease that land;
 - b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured person(s) or organization(s).

D. Manager or Lessor of Premise

Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you by the additional insured person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

E. Mortgagee, Assignee, or Receiver

Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of a premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured person(s) or organization(s).

F. Controlling Interest

- 1) Any person(s) or organization(s) with respect to their liability arising out of:
 - a. Their financial control of you; or
 - b. Premises they own, maintain or control while you lease or occupy these premises.
- 2) This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

G. Co-owner Of Insured Premises

Any person(s) or organization(s) with respect to their liability as co-owner of a premises coowned by you and covered under this insurance.

H. Executors, Administrators, Trustees Or Beneficiaries

Any executor, administrator, trustee or beneficiary of your estate or living trust while acting within the scope of their duties as such.

I. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- 1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- 2) The construction, erection or removal of elevators; or
- 3) The ownership, maintenance or use of any elevators covered by this insurance.

J. Any Person Or Organization You Are Performing Work For

Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1) In the performance of your ongoing operations; or
- 2) In connection with your premises owned by or rented to you.

K. Vendors

- 1) Any person(s) or organization(s) (referred to throughout this endorsement as vendor), but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and

- b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- 2) With respect to the insurance afforded to these vendors, the following additional exclusions apply:
- a. The insurance afforded the vendor does not apply to:
 - 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - 2) Any express warranty unauthorized by you;
 - 3) Any physical or chemical change in the product made intentionally by the vendor;
 - 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - 6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - 7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - 8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

L. Grantor of Franchise

Any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.

However:

- 1. The insurance afforded to such additional insureds only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

If there is any difference in coverage afforded to an additional insured in this endorsement and

that provided under another additional insured endorsement attached to this policy, the broader coverage will apply to that additional insured.

2. Primary And Noncontributory Insurance

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1)** The additional insured is a Named Insured under such other insurance; and
- (2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from

any other insurance available to the additional insured.

3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions**:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - PRIMARY AND NONCONTRIBUTORY - COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Each person or organization shown in the Schedule is an "insured" for **Covered Autos Liability Coverage**, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in:

- (1) Paragraph **A.1.** of **Section II - Covered Autos Liability Coverage** in the Business Auto and Motor Carrier Coverage Forms; or
- (2) Paragraph **D.2.** of **Section I - Covered Autos Coverages** of the Auto Dealers Coverage Form.

B. Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

- (1) The person or organization is a Named Insured under such other insurance; and
- (2) Prior to the "accident" you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED BY CONTRACT OR AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

- A.** The **Who Is An Insured** provision of **Covered Autos Liability Coverage** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.
- The status of an additional insured under this endorsement ends when your operations for that additional insured are completed.
- B.** The most we will pay on behalf of the additional insured is the lesser of the amount payable under the **Limit of Insurance** for **Covered Autos Liability Coverage** or the amount of insurance required by the contract or agreement.
- C.** Notwithstanding any requirement, term or condition of any contract or agreement with respect to which this endorsement may pertain, the insurance afforded to the additional insured is subject to all the terms, exclusions and conditions of the COMMERCIAL AUTO COVERAGE FORM to which this endorsement is attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF TRANSFER OF
RIGHTS OF RECOVERY AGAINST OTHERS
TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Experian Holdings Inc

Endorsement Effective Date: 04/01/2025

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to a person(s) or organization(s), but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a written contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Name:

Address: AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, IA, ID, IL, IN, KS, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, VA, VT, WV

Description of Waiver: Any person or organization for whom the Named Insured has agreed by written contract executed prior to loss.

JobID:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 4/1/2025
Insured

Policy No. 9019049001

Endorsement No.
Premium

Insurance Company Sentry Insurance Co.

Countersigned by _____

WC 00 03 13

(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

9019049001
Sentry Insurance Company

a49d1df7-f0a8-45ec-b5ba-79d7e9f577ae



Offer & Acceptance

CITY OF TUCSON
BUSINESS SERVICES DEPARTMENT
SHARED SERVICES PROCUREMENT DIVISION
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. 250053-01
Page **47** of **47**
RESPONSIBLE CONTRACT OFFICER: Casey Adams
PH: (520) 837-4128

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Experian Information Solutions, Inc.
Company Name
475 Anton Blvd
Address
Costa Mesa, California 92626
City State Zip
DocuSigned by:

6E15F43697B34CA...
Signature of Person Authorized to Sign

Printed Name Mike Hodge
Commercial Counsel - Public Sector
Title

Name: Jonathan Abbate
Client Executive –State, Local, and Federal
Title: Government
Phone: 310-663-5556
Fax:
E-mail: jonathan.abbate@experian.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form:


As Tucson City Attorney and not personally

11/07/2025
Date

Awarded:

 for
As Director of Business Services and not personally

11/07/2025
Date

250053-01-Experian

Final Audit Report

2025-11-07

Created:	2025-11-07
By:	Raquel Duarte (raquel.duarte@tucsonaz.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxfWYHpW0aSPD46FHkz04Nn8KtLCbHoVP

"250053-01-Experian" History

-  Document created by Raquel Duarte (raquel.duarte@tucsonaz.gov)
2025-11-07 - 5:42:25 PM GMT
-  Document emailed to Shelley Tolman (Shelley.Tolman@tucsonaz.gov) for signature
2025-11-07 - 5:42:29 PM GMT
-  Email viewed by Shelley Tolman (Shelley.Tolman@tucsonaz.gov)
2025-11-07 - 7:45:48 PM GMT
-  Document e-signed by Shelley Tolman (Shelley.Tolman@tucsonaz.gov)
Signature Date: 2025-11-07 - 7:46:03 PM GMT - Time Source: server
-  Agreement completed.
2025-11-07 - 7:46:03 PM GMT



Letter of Concurrence



Casey Adams
Principal Contract Officer
(520) 837-4128
casey.adams@tucsonaz.gov

July 28, 2025

Jonathan Abbate

Experian Information Solutions, Inc
475 Anton Blvd
Costa Mesa, California 92626
Sent Via Email: jonathan.abbate@experian.com

Re: City of Tucson, RFP #250053, Housing Program Employment Verification and Background Check Services

Dear Jonathan:

Based upon the previous discussions and negotiations, this letter serves as a request for confirmation that the statements below represent the Order of Precedence regarding the subject solicitation. This letter does not establish any contractual obligations.

- **Order of Precedence**

The order of precedence for documents shall be in the following order:

1. Letter of Concurrence
2. Negotiated Experian Standard Terms and Conditions Document
3. Experian's Proposal
4. Original RFP 250053

Please provide a signed copy of this letter on or before Monday, August 4, at 5:00 p.m. local Arizona time. Please contact me with any questions.

Sincerely,

Casey Adams
Principal Contract Officer

Experian Information Solutions, Inc:

DocuSigned by:

6E13F43697B34CA...

Jul 30, 2025 | 9:31 AM PDT

Signature:
Mike Hodge

Date:
Commercial Counsel – Public Sector

Name:

Title:



Vendor's Response to Intent to Negotiate / BAFO



LETTER OF INTENT TO AWARD

10/7/2025

Sent this day via email: jonathan.abbate@experian.com

Jonathan Abbate
Experian Information Solutions, Inc.
475 Anton Blvd
Costa Mesa, Ca 92626

**RE: City of Tucson RFP #250053 Housing Program Employment and Income Verification-
Group 1- Intent to Award**

Dear Jonathan Abbate:

It is the City's intent to accept your quotation for the above-referenced solicitation. It shall be your responsibility to forward to this department the insurance certificates noted on Pages 32-34 of the solicitation by October 17, 2025.

Failure to provide all complete and correct paperwork at the above indicated time may result in the rejection of your quotation. You are encouraged, therefore, to contact your insurance agents immediately. Special care should be taken in communicating the insurance requirements to your agent, for example: types, amounts, and **additional insured endorsement**.

This Notice of Intent to Award is not a contract and does not establish any contractual relationship. The contract is not deemed to be executed until it is signed by the City's Procurement signing authority and approved as to form by the City Attorney.

The City is also awarding contracts to Online Information Services, Inc. for Group 2

If you have any questions regarding this letter, please contact me at (520) 874-4469 or Raquel.duarte@TUCSONAZ.GOV.

Sincerely,

Raquel Duarte

Raquel Duarte
Senior Contract Officer

[EXTERNAL] RE: City of Tucson RFP 250053 - Housing Programs Employment and Background Checks

From Daniels, Mary <mary.daniels@experian.com>

Date Fri 5/16/2025 10:01 AM

To Casey Adams <Casey.Adams@tucsonaz.gov>; Nick Grund <nick.grund@axiacoop.org>; Abbate, Jonathan <Jonathan.Abbate@experian.com>

Cc Hodge, Mike <Mike.Hodge@experian.com>; Meehan, Chris <Chris.Meehan@experian.com>

 2 attachments (96 KB)

Axia Cooperative Administration Agreement - Experian revd by EXP 05.15.2025.docx; Experian Standard Terms and Conditions - City of Tucson Redlines revd by EXP 05.16.2025.docx;

Hello Casey and Nick,

Attached please find Experian responses to the documents.

[@Nick Grund](#); the Axia agreement says that the Axia Agreement shall be in effect so long as the Master Agreement remains in effect. Given the Master Agreement is with the City of Tucson, what happens if the City of Tucson terminates their Agreement given that is the “master agreement” and/or what happens when the Master Agreement expires? How would the Master Agreement ending or expiring impact any other agreements based off the Master? We are available to go over any questions today if that’s easier.

Regards,
Mary Daniels

From: Casey Adams <Casey.Adams@tucsonaz.gov>

Sent: Thursday, May 8, 2025 9:23 AM

To: Abbate, Jonathan <jonathan.abbate@experian.com>

Cc: Daniels, Mary <mary.daniels@experian.com>

Subject: [EXTERNAL] City of Tucson RFP 250053 - Housing Programs Employment and Background Checks

Hi Jonathan and Mary,

Please see the attached letter from the City of Tucson as well as a redlined copy of your Standard Terms and conditions. If we can work through your Standard T's and C's, I will put together a letter Letter of Concurrence that will contain an order of precedence. The City has no issue allowing Experian's terms to be at the top of the Order of Precedence.

In addition to your response, please provide answers to some questions posed by the AXIA cooperative below:

As part of your response to the City, please verify that the unit pricing provided in your proposal for the following services are also to be made available to participating agencies nationally through the Axia Cooperative purchasing program:

- *IRS Income Verification search fee (\$10)*
- *Work Verification search fee (included in the IRS Income Verification search fee)*
- *Set-up fee: \$0*

Are there any additional per transaction fees for income & employment verification that should be called out? Or is the \$10 per “hit” fee inclusive?

Within your response to the Method of Approach of the RFP, specifically section N and O, Experian provided a list of 100+ “core government offerings” that can be made available to public agencies nationally via the Axia Cooperative purchasing program. As part of your response to the City, please provide a thorough pricing structure/methodology for these products and services. Such items should include (but should not be limited to) Identity verification services (citizen, device, behavior etc.), credit services, data verification and enrichment, data quality, proposed partnership programs (Identity Proofing, Fraud Prevention, Eligibility Verification, State & Local Government Consulting, Risk Management, Training & Education), etc.

Please review and provide comments and/or questions regarding the attached Axia Cooperative administration agreement. Axia welcomes a direct conversation to review this document.

****End of Axia questions****

Please provide your response by **Friday, May 16, 2025 at 5:00 PM** Local Arizona time.

Please let me know if you have any questions.

Thank you,

CASEY ADAMS, CPPB, NIGP-CPP

Principal Contract Officer

City of Tucson

Business Services | Procurement

(520) 837-4128

www.tucsonaz.gov/procurement





Intent to Negotiate / BAFO



Casey Adams, CPPB, NIGP-CPP
Principal Contract Officer
(520) 837-4128
casey.adams@tucsonaz.gov

May 8, 2025

Jonathan Abbate

Experian
475 Anton Blvd
Costa Mesa, California 92626
Sent Via Email: jonathan.abbate@experian.com

Re: City of Tucson, RFP #250053 - Housing Program Employment Verification and Background Check Services

Dear Jonathan:

The City of Tucson is in receipt of your proposal submitted in response to Request for Proposal No. 250053, Housing Program Employment Verification and Background Check Services. The City of Tucson has completed the evaluation of submittals received in response to the subject solicitation. Based upon the recommendation of the evaluation committee, the City is inviting your firm to enter negotiations. Specifically, the City would like to address the following:

1. Experian's Exceptions to RFP 250053 - Experian makes the following requests/exceptions:

D.7. PAYMENT DISCOUNTS- Experian does not offer payment discounts.

City of Tucson Response: Acknowledged

I. INSURANCE REQUIREMENTS

Experian requests the following changes in bold and underlined to City of Tucson language:

I.1. Required Insurance Policies

Contractor will obtain and maintain during the entire term of this Contract and for 2 years after the Contract term ends, the following insurance coverage from insurers that have an "A.M. Best" rating of not less than A-VII, **or an equivalent rating with a similar rating agency:**

I.6. [MD1] [MD2] Professional Liability, including Technology Errors & Omissions, Network Security (Cyber) and Privacy Liability (Experian has one policy covering all these exposures. This is combined with the below).

[MD1]Not applicable

[MD2]Experian has one policy covering all these exposures. This is combined with the below.

City of Tucson Response: Accepted

Policy must have coverage limits no lower than:

- A. Each Claim: \$1,000,000
- B. Annual Aggregate: \$2,000,000

Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to **the products and services provided under this agreement**, network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include loss of use, breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), and network business interruption.[MD3] .[MD1]

[MD1]Experian has struck: Computer fraud and funds transfer loss are covered under commercial crime policies and not cyber policies.

[MD1]Not applicable

City of Tucson Response: Accepted, however, this needs to be part of the insurance requirement and demonstrated in the documents submitted showing proof.

In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

I.8. Additional Insured

The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable will include the City as an additional insured with respect to liability arising out of the performance of this contract. The coverage must be primary and any insurance carried by City is excess and not contributing.

EXP has struck: The City must be covered to the full policy limits, even if those limits of liability are in excess of those required by this Contract.

City of Tucson Response: Accepted

I.10. Additional Requirements

Each insurance policy required by this Contract, excluding Professional Liability (Errors & Omissions), must include or be endorsed to include to provide the following:

- A. A waiver of subrogation endorsement in favor of the City, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).
- B. The policy is primary and any insurance carried by the City is excess and not contributing.

EXP has struck: The coverage provided by the policy is not limited to the liability assumed under the indemnification provisions of this contract.

City of Tucson Response: Accepted

- C. The insurer will provide written notice to the City at least ten (10) calendar days before the policy is terminated or cancelled or the coverage is reduced.

J.20. INDEMNIFICATION To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, will indemnify, defend, and hold harmless the City and its officials, employees, volunteers, and agents, from and against all allegations, demands, proceedings, suits, actions, claims (including but not limited to claims of patent, trademark, or copyright infringement), liability, damages, losses, expenses (including but not limited to attorney fees and court costs, including the cost of appellate proceedings, and all claim-adjusting-and-handling expenses) or disbursements of any kind or nature, that may be asserted against, imposed on, or incurred by any of them, in any way relating to or arising from any actions, errors, mistakes or omissions of Contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable relating to work, services and/or products provided under this Contract. Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Contractor agrees to waive all rights of subrogation against the City, its agents, officials, employees, and volunteers for losses arising from the work performed by Contractor under this Contract.

***Experian positions that this is clause is subject to the Limitation of Liability (11) clause as outlined in the Experian CSTAC.**

City of Tucson Response: This will be addressed in Experian Standard Terms and Conditions document.

J.28. PAYMENT

A. Form of Payment. The City's preferred method of payment is via credit card, either at the time of ordering or based on an invoice delivered with the goods and services. Unless otherwise specified elsewhere in this Contract, the City is permitted to make payments to Contractor using any lawful method of payment, including check/warrant, credit card, or electronic funds transfer. *** If payment is made with a credit card an additional administration fee of 2.5% of the invoiced will be assessed at the time of payment.**

City of Tucson Response: Acknowledged.

D. Payment Discounts. Any early- or timely-payment discounts included in Contractor's Offer will apply to all payments under this Contract. The payment period for purposes of determining whether the discount applies to a particular payment will begin on the date the City receives the materials/service or a correct invoice for the materials/service, whichever is later, and will end on the date City's payment is issued. Unless taxes and transportation-related charges are itemized, the discount will be calculated using the full invoice amount. ***Experian policy does not provide prompt payment discounts.**

City of Tucson Response: Acknowledged

[MD1]Not applicable

[MD2]Experian has one policy covering all these exposures. This is combined with the below.

[MD3]Computer fraud and funds transfer loss are covered under commercial crime policies and not cyber policies.

**** End of Experian Exceptions****

2. Experian Terms

- a. Attached are the City's redlines to the "Experian Terms – Standard Terms and Conditions (STAC)" document.

This Notice of Intent to Negotiate is not intent to award a contract and does not establish a contractual relationship between the firm and the City. In the event that the City is not able to negotiate a satisfactory contract with the firm, the City will terminate negotiations.



Casey Adams, CPPB, NIGP-CPP
Principal Contract Officer
(520) 837-4128
casey.adams@tucsonaz.gov

Please submit a written response to my attention via e-mail to casey.adams@tucsonaz.gov on or before **Friday, May 16, 2025, at 5:00 p.m.** Local Arizona Time. Please contact me via e-mail or at (520) 837-4128 with questions regarding the items above.

Sincerely,

Casey Adams, CPPB, NIGP-CPP
Principal Contract Officer



Vendor's Response to RFP



Experian Technical Response to City of Tucson Request for Quote Housing Program Employment Verification and Background Check Services

Provide by:

Jonathan Abbate
Experian Public Sector Account Executive
Jonathan.abbate@experian.com
c. 310-663-5556

January 2025



Jonathan Abbate
Public Sector Client Executive
Experian
475 Anton Blvd.
Costa Mesa, CA 92626
Jonathan.abbate@experian.com
310-663-5556
January 21, 2025

City of Tucson
Housing and Community Development Department
255 W Alameda St.
Tucson, AZ 87501

Dear Casey Adams,

I am writing to express our appreciation to the City of Tucson for the opportunity to respond to the city's Request for Quote (RFQ) for Housing Program Employment Verification Services. As a leading global information services company, Experian is uniquely positioned to provide comprehensive and reliable employment verification services that meet the specific needs of your housing program.

The proposed Experian solution is offered with the understanding that the City will utilize other verification services. The employment and income records Experian offers government agencies with our exclusive payroll and employer relationships will provide incremental coverage to the City. By definition, the records we offer will not be available through another verification provider. Adopting a multiple award approach will allow the City to process more work in an automated fashion and provide more constituents a seamless experience.

Experian has a proven track record of delivering high-quality employment verification services to a diverse range of clients, in the housing industry. Our extensive experience in this field ensures that we can offer the City of Tucson a robust and efficient solution that enhances the integrity and security of your housing program.

We are particularly proud of our recent recognition by the USDA for our SNAP Verify program, which underscores our commitment to excellence in verification services. This award highlights our ability to deliver accurate and timely verification solutions that support critical public assistance programs.

At the state level, The Arizona Department of Economic Development is leveraging Experian Exclusive Verify under the USDA SNAP Verify program. As of January 2025, AZDES is experiencing income and employment verification hit rates at 21.2% via Experian Verify.

Our proposed solution to the City of Tucson includes the following key components:

1. **Comprehensive Employment Verification:** Utilizing our vast database and advanced technology, we can quickly and accurately verify employment history, ensuring that all information is up-to-date and reliable.
2. **Data Security and Compliance:** We prioritize data security and compliance with all relevant regulations, including the Fair Credit Reporting Act (FCRA) and other applicable laws, to protect the privacy and rights of all individuals involved.
3. **Customized Reporting:** We offer customizable reporting options to meet the specific needs of the City of Tucson, providing clear and actionable insights to support your decision-making process.

Please note that our response is specifically for Category Two: Employment and Income Verification. We are confident that our expertise and commitment to excellence make Experian the ideal partner for the City of Tucson's



Housing Program Employment Verification Services. We look forward to the opportunity to discuss our proposal in more detail and demonstrate how our services can benefit your program.

Thank you for considering our response to your RFQ.

Sincerely,

Jonathan Abbate

Jonathan Abbate, Client Executive, Public Sector

Jonathan.abbate@experian.com

310.663.5556



1. Qualifications & Experience

A. Provide a summary of your company's experience with providing background checks, eviction checks, and Work Number Services

1. How many years of experience does your company have in this field?

Experian has many decades of experience supporting the credit verification market. As a leading credit bureau, Experian maintains the highest levels of quality and accuracy with our clients and consumers. Experian launched our income and employment verification service, Experian Verify, to supplement our credit solutions in 2021. Our solution coverage and adoption have grown ever since.

2. What is your experience working with public housing authorities or other government agencies

The Experian public sector team is a dedicated team of professionals servicing government clients including federal, state and local agencies. Experian has been delivering solutions to the government market for decades.

3. Provide references from at least three clients, ideally PHAs or similar government agencies for whom you've provided similar services

Christine Daffan
Senior Technical Advisor
Program Administration and Nutrition Division
Supplemental Nutrition Assistance Program (SNAP)
christine.daffan@usda.gov
703-305-2473

Rebecca Frederick
Management Specialist 3, Audit and Quality Improvement
State of New York, Office of Temporary and Disability Assistance
Rebecca.Frederick@otda.ny.gov
(518) 408-0006



Chris Apsey
Chief of Staff
GA Department of Human Services
christopher.apsey@dhs.ga.gov
2 Peachtree St. NW
Atlanta, GA 30303-3141
Christopher.apsey@dhs.ga.gov

1. What Services were provided, and what were the key outcomes?

Experian provides Verify instant hit to each of these entities. Match rates / hit rates have surpassed the anticipated percentage of Experian Exclusive Verify percentages in each state. In these examples, Experian Exclusive Verify is being used in addition to other Income and Employment Verification Services. The entities have experienced cost savings with Experian as compared to other providers along with price certainty and transparency based on the Experian flat rate cost structure.

Specific to Georgia Department of Human Services, Experian worked with the Department in deploying their unique and cost-effective approach to integrated eligibility verifications. GA DHS deployed an automated verification process using multiple verifiers. GA's unique approach is outlined below:

The GA DHS system will call multiple verifier services in an automated waterfall process.

The services are called in order of the cost to the State. The lowest cost provider is called first followed by the others in the order of their cost to the State, lowest to highest.

To minimize the reliance on the costliest automated service, GA DHS will use a low-cost manual process before the highest cost provider is called in the automated process.

The use of multiple providers brings competitive pricing dynamic to the verification market and provides more automated coverage than the reliance on a single provider.

Georgia anticipates that this cost saving approach will also be more responsive to their clients and allow for a far higher percentage of clients to be verified quickly in a fully automated manner.



2. What Challenges did you encounter in these projects and you did you address them?

As each of these projects evolved, the need for additional reporting was uncovered. A specific example being the Quality Control Report, which outlines a look back up to 24 months on employment and verification. Once this need was identified by Experian clients, the reporting team was able to quickly build and deliver this report to accommodate the client.

B. Describe your team's qualifications and expertise.

1. Who will be responsible for overseeing this project and what is their experience with similar projects?

The City of Tucson will have a dedicated team during the onboarding process. This team will transition to a support team once the city is live with the solution. The implementation and support teams are solution experts with deep knowledge of the solutions and access to extensive resources. On an ongoing basis, your account team will work with the city across the entire lifecycle of our relationship. This team is knowledgeable about our solutions, has access to deep resources as needed and is dedicated to the government industry. All resources interacting with the city would have multiple years of practical experience.

2. What relevant certifications, technical skills, or training do your team members possess?

The product and implementation teams are certified in the solutions and tools we provide. The implementation team has a deep knowledge of implementation and integration capabilities available from Experian. The account team is seasoned and knowledgeable government sales and support professionals with deep knowledge of public sector procurement and contracting policies and practices. All Experian staff are well versed and certified in data and security standards. This certification is an annual event for all employees.

C. Have you worked with public housing authorities on compliance with HUD regulations?

1. Please provide examples of how you've supported clients in maintaining compliance with HUD and other relevant regulatory bodies.

Experian has worked with housing authorities in the past supporting their mission with our credit reporting capabilities. In addition, Experian currently works directly with HUD in providing archival data for use in research projects.



2. How do you stay up to date on HUD guidelines, the Fair Credit Reporting Act (FCRA), and other laws?

Our policy team in Washington D.C. monitors agency activity with respect to proposed changes and our housing team also supplements that monitoring. The Policy team produces a quarterly housing newsletter to the Experian team with relevant news and updates.

D. Describe any awards, certifications, or industry recognition your company has received

1. Are there any relevant accolades or certifications that demonstrate your company's expertise or industry leadership?

Worlds Best Workplaces 2024 - Experian recognized as one of the World's Best Workplaces™ in 2024 by Great Place to Work®.

Top Employer for Tech Talent US 2024 - Experian North America has been recognized as a 'Top Employer for Tech Talent™ 2024'. The Everest Group analyzed 205 leading tech enterprises in the United States to identify the Top 40 employers.

Fortune's America's Most Innovative Companies 2023 - Experian has been named to Fortune's America's Most Innovative Companies list, a ranking of firms at the forefront of innovation today and in the future. This recognition underscores Experian's innovative and inspiring workplace; leading technology and solutions; and operational excellence in delivering new products and services that foster equity and inclusion, while driving growth.

Experian listed in the "World's Most Sustainable Companies 2024" - TIME magazine & Statista - Experian ranked 257 out of 500 global companies in the inaugural edition of the TIME magazine – "World's Most Sustainable Companies 2024" Special Report. This recognition is a result of our strong social impact metrics and our environmental performance/reporting.

E. Can you provide a case study of a successful implementation of your services for a public housing authority or similar agency?

1. What were the challenges, your approach, and the results?

The Supplemental Nutrition Assistance Program (SNAP) through the USDA awarded Experian Exclusive Verify a contract to provide Income and Employment Verification Checks to State agencies for applicants and participants.

Experian took a novel approach to winning this federal contract by positioning the solution as an incremental value add to SNAP in that the payroll records maintained by Experian Exclusive Verify would not be available by another



Verification provider. In addition, a firm fixed pricing structure made for an attractive solution compared to other providers with less clear and predictable pricing models.

The Arizona Department of Economic Security is a current participant in this USDA SNAP program, leveraging Experian Exclusive Verify.

2. How did the client benefit from your services, and what long-term improvements were achieved?

Experian was able to provide an additional source of instant hits based on exclusive payroll data.

Long term, Experian has an aggressive growth strategy to expand exclusive payroll providers to add increased benefit to all clients as customers continue to grow. With other 8,000 payroll providers and employers Experian offers clients an additional source of instant verifications that are not available anywhere else at a competitive and transparent cost.

F. Describe any additional services or value-added benefits your company offers that could enhance the project.

Experian Public Sector is committed to providing exceptional value through a range of additional services and benefits that can significantly enhance the City of Tucson's Housing Program Employment Verification Services project. Our comprehensive solutions are designed to support your program's goals while ensuring efficiency, accuracy, and compliance.

1. Are there other features or services you provide that could bring added value to the PHA's operations (e.g., training, custom reporting, ongoing consultation)?

- **Consumer Permissioned Data verifications:** Experian Verify™ with permissioned payroll account access is a quick way to verify your customers' income and employment information with low to no friction. Through Experian Verify, your customers can access their payroll accounts and share information directly from their employers' payroll service. You can maximize coverage and verify income and employment for more customers in real time
- **Advanced Data Analytics:** Leveraging our extensive data assets and sophisticated analytical tools, we provide deep insights into employment trends and patterns. This enables more informed decision-making and helps identify potential risks and opportunities within your housing program.



- **Identity Verification and Fraud Prevention:** Our robust identity verification solutions ensure that the individuals being verified are who they claim to be. This reduces the risk of fraud and enhances the overall security of your program. Our fraud prevention tools are designed to detect and mitigate fraudulent activities, protecting both the City of Tucson and its residents.
- **Credit Reporting Solutions:** Experian offers comprehensive credit reporting services that provide a detailed view of an individual's credit history. This information can be crucial in assessing the financial stability and reliability of applicants, ensuring that only qualified individuals are selected for your housing program.
- **Portfolio Monitoring Solutions:** Our portfolio monitoring services help you maintain oversight of your housing program's financial health. By delivering fresh, high-quality data, attributes, and scores, we enable you to proactively monitor accounts, identify potential risks, and make data-driven decisions to ensure stability and success of your program.
- **Dedicated Support and Consulting Services:** Our team of experts is available to provide ongoing support and consulting services to help you optimize your employment verification processes. We offer training, best practices, and strategic advice to ensure that your program runs smoothly and efficiently.
- **Recognition and Proven Track Record:** Experian has been recognized for its excellence in verification services, including our recent USDA SNAP Verify award. This recognition underscores our commitment to delivering high-quality, reliable services that support critical public assistance programs.

G. What is your company's history with large-scale public housing or government projects, and what challenges did you encounter in those projects?

The Experian deployment of the Verify product for the USDA SNAP program is a large scale and complex deployment. As SNAP is administered in different ways depending on the specific state in question, the Experian team needed to adapt our standard deployment methods to meet these unique circumstances. In addition, the volume of authorized users was extremely variable ranging from less than a dozen for state administered programs to hundreds for county administered systems.



1. How have you overcome similar challenges to those the PHA might face?

The Experian team worked with the USDA as well as participating entities to develop a program which is flexible and adaptable. The means of onboarding new agencies is dependent on what type of deployment is needed. Without specific knowledge of Tucson PHA challenges, we can only speculate that the scale and scope of any challenge would not be nearly as complex in dealing with a single entity rather than a variety of different entities. However, it is our experience that Experian has never found a circumstance where we are not able to find a successful solution to project challenges.

H. How do you ensure that your staff stays up-to-date with the latest industry standards, laws, and technological advancements?

1. Do you provide regular training or certifications for your team?

Ensuring that Experian Public Sector staff stay up to date with the latest housing industry standards, laws, and technological advancements is crucial for maintaining compliance and delivering high-quality service. These strategies include:

Continuous Education and Training

1. **Regular Training Sessions:** Conducting regular training sessions and workshops helps Experian staff stay informed about the latest industry standards and regulations.
2. **Online Courses and Certifications:** Encouraging staff to enroll in online courses and certifications related to housing laws, industry standards, and new technologies ensure they have up-to-date knowledge and skills. Platforms like Coursera and LinkedIn Learning offer relevant courses.

Subscriptions and Publications

1. **Industry Publications:** Subscribing to industry publications such as *HousingWire*, *National Housing Institute's Shelterforce*, and *Affordable Housing Finance* provides staff with reliable insights into market trends, legislative changes, and technological advancements
2. **Newsletters:** Signing up for newsletters from reputable sources can deliver curated updates directly to staff inboxes, keeping them informed about the latest developments in the housing sector.

Leveraging Technology

1. **Online Platforms:** Utilizing online platforms like Experian's own Ascend Technology Platform™ for market insights and data analysis tools helps staff stay informed about market trends and buyer behavior
2. **Social Media:** Following industry leaders and organizations on social media platforms like LinkedIn, Instagram, and X (formerly Twitter) allows staff to stay updated on trends and participate in meaningful discussions

Professional Associations and Networking



1. **Membership in Professional Associations:** Joining professional associations such as the National Association of Housing and Redevelopment Officials (NAHRO) provides access to resources, training, and networking opportunities
2. **Conferences and Seminars:** Attending industry conferences and seminars offers opportunities to learn from experts, network with peers, and stay updated on the latest industry trends and technologies

Internal Communication and Collaboration

1. **Team Meetings:** Regular team meetings to discuss recent changes in industry standards, laws, and technological advancements ensure that everyone is on the same page. These meetings can also be used to share the best practices and success stories.
2. **Knowledge Sharing:** Encouraging a culture of knowledge sharing where staff members share insights and updates with each other foster continuous learning and improvement. This can be facilitated through internal communication platforms like Microsoft Teams or Slack.

By implementing these strategies, Experian Public Sector ensures our staff remain knowledgeable and well-equipped to navigate the ever-evolving housing industry landscape.

I. How does your company ensure diversity and inclusion in your workforce and management of client projects?

1. Are there any programs or initiatives in place to promote diversity within your team?

Experian has implemented several specific programs and initiatives to promote diversity, equity, and inclusion (DEI) within its workforce and in the communities, it serves (<https://www.experian.com/diversity/>) Here are some key programs:

Employee Resource Groups (ERGs)

Experian supports various ERGs that provide a platform for employees to connect, share experiences, and promote a culture of inclusion. These groups focus on different aspects of diversity, such as race, gender, sexual orientation, and disability.

Inclusion Forward—Experian Empowering Opportunities™

This initiative aims to improve financial inclusion and equity by collaborating with clients and community partners. It includes programs like:

- **Experian Boost®:** Helps consumers improve their credit scores by adding positive payment history from utility and telecom bills
- **Experian Go™:** Assists individuals in establishing their credit history, particularly those who are new to credit



Community Partnerships

Experian partners with over 25 nonprofit and diversity organizations to drive systemic changes in the workplace and communities. These partnerships focus on workforce representation, talent development, and financial inclusion.

Financial Education and Literacy

Experian collaborates with organizations like the National Urban League to support credit education and financial literacy. Programs such as "Protect the Bag" address financial literacy needs in underserved communities.

Disability Inclusion

Experian has been recognized as a top place to work for disability inclusion, earning a score of 100 out of 100 in the Disability Equality Index (DEI). This reflects our commitment to creating an inclusive environment for employees with disabilities.

Strategic Partnerships

Experian participates in conferences and events like UnidosUS, Grace Hopper, and Disability:IN to support diverse talent and promote financial empowerment in the communities we represent

These programs and initiatives demonstrate Experian's commitment to fostering a diverse and inclusive environment, both within the company and in the broader community.

What is your process for managing multiple clients at once, and how do you ensure that the PHA will receive the necessary attention and resources?

1. How do you prioritize clients if multiple projects require urgent attention?

Experian Public Sector employs a strategic approach to prioritize clients when multiple projects require urgent attention. Here are some key strategies we use:

1. **Criticality and Impact Assessment:** Experian evaluates the criticality and potential impact of each project. Projects that have a higher impact on public safety, compliance, or essential services are given priority. This ensures that the most urgent and significant needs are addressed first.
2. **Resource Allocation:** Experian has a flexible resource allocation strategy that allows us to quickly reassign resources to high-priority projects. This includes deploying additional staff, leveraging cross-functional teams, and utilizing advanced technology to meet urgent demands.
3. **Client Communication and Collaboration:** Maintaining open lines of communication with clients is crucial. Experian works closely with public sector clients to understand their immediate needs and



adjust priorities accordingly. Regular updates and collaborative planning help ensure that all stakeholders are aligned and informed.

4. **Project Management Framework:** Experian uses a robust project management framework that includes tools and methodologies for tracking progress, managing risks, and ensuring timely delivery. This framework helps in efficiently managing multiple projects and prioritizing tasks based on urgency and importance.
5. **Scalability and Flexibility:** Experian's solutions are designed to be scalable and flexible, allowing them to adapt quickly to changing priorities. This includes leveraging cloud-based platforms and automated processes to handle increased workloads without compromising quality or efficiency.
6. **Dedicated Support Teams:** Experian has dedicated support teams for public sector clients, ensuring that there is always a point of contact available to address urgent issues. These teams are trained to respond quickly and effectively to high-priority requests.

By employing these strategies, Experian Public Sector ensures that we can effectively prioritize and manage multiple urgent projects, delivering high-quality services to our clients.

J. What steps do you take to ensure the longevity and sustainability of your company and services?

1. How do you ensure financial stability, business continuity, and long-term service availability?

Experian Public Sector ensures financial stability, business continuity, and long-term service availability through a combination of strategic planning, robust infrastructure, and dedicated support. Here's how we achieve this:

Financial Stability

1. **Diverse Revenue Streams:** Experian Public Sector leverages a diverse portfolio of services, including identity verification, fraud prevention, and eligibility verification, which helps stabilize revenue and mitigate financial risks.
2. **Strong Financial Management:** Experian employs rigorous financial management practices, including regular financial audits, budgeting, and forecasting, to ensure financial health and sustainability.
3. **Investment in Innovation:** Continuous investment in technology and innovation ensures that Experian remains competitive and can offer cutting-edge solutions to public sector clients.



Business Continuity

1. **Comprehensive Risk Management:** Experian utilizes comprehensive data and predictive analytics to manage risks effectively. This includes authenticating identities, monitoring status changes, and mitigating risks through ongoing analysis.
2. **Disaster Recovery Plans:** Experian has robust disaster recovery and business continuity plans in place to ensure that services remain operational during unforeseen events. These plans include data backup, recovery protocols, and regular testing.
3. **Scalable Infrastructure:** Experian's scalable infrastructure allows them to quickly adapt to changing demands and ensure uninterrupted service delivery. This includes leveraging cloud-based solutions and automated processes.

Long-Term Service Availability

1. **Dedicated Support Teams:** Experian provides dedicated support teams for public sector clients, ensuring that there is always a point of contact available to address urgent issues and maintain service quality.
2. **Continuous Improvement:** Experian is committed to continuous improvement through regular training, client feedback, and performance monitoring. This helps Experian stay ahead of industry trends and maintain high service standards.

By focusing on these areas, Experian Public Sector ensures that we can provide stable, reliable, and high-quality services to our clients over the long term.

Can you provide examples of how you've adapted your services to meet the unique needs of a client's local or regional housing regulations?

1. Have you had to adjust your approach for different jurisdictions or housing authorities?

Experian employs a client first methodology in the implementation process vs. a one size fits all approach. While many PHAs face similar challenges, as a trusted partner, Experian recognizes the importance of adaptability to client specific needs to deliver a successful implementation.

K. Describe a situation where a project did not go as planned. What were the issues, and how did your company resolve them?

1. What lessons did you learn from this experience, and how have they improved your current service delivery?



One example of a project within the Experian Verify™ business that faced challenges involved the integration of a new client's payroll system for employment and income verification services. Here were the issues and how they were resolved:

Issues:

1. **Data Incompatibility:** The client's payroll system had data formats that were not initially compatible with Experian Verify's system, leading to difficulties in data integration.
2. **Delayed Responses:** The initial integration process caused delays in verification responses, impacting on the client's operations and customer satisfaction.
3. **Security Concerns:** There were concerns about ensuring the secure transfer of sensitive payroll data between the client and Experian Verify.

Resolutions:

1. **Custom Data Mapping:** Experian's technical team worked closely with the client to develop custom data mapping solutions. This involved creating specific data transformation rules to ensure compatibility between the systems.
2. **Enhanced Communication Protocols:** To address the delays, Experian implemented enhanced communication protocols and optimized the data transfer processes. This included setting up dedicated data pipelines to expedite the verification process.
3. **Robust Security Measures:** Experian reinforced its security measures by implementing advanced encryption techniques and secure data transfer protocols. This ensured that all sensitive information was protected during the integration process.

Outcome:

The project was successfully completed with the client's payroll system fully integrated into Experian Verify's platform. The custom solutions and enhanced protocols not only resolved the initial issues but also improved the overall efficiency and security of the verification process. The client reported increased satisfaction with the speed and accuracy of the verifications post-integration.

This example demonstrates Experian's commitment to addressing challenges proactively and ensuring successful project outcomes through collaboration, technical expertise, and robust security practices.



L. What is your company's approach to client relationship management, and how will you ensure a long-term partnership with the PHA?

1. Do you have a client retention or satisfaction strategy? How do you ensure the PHA will be a priority throughout the contract term?

Experian Public Sector employs several methods to measure client satisfaction internally, ensuring we maintain high standards and continuously improve our services. Here are some key strategies we will use to ensure a long-term partnership with the PHA:

1. **Client Surveys:** Experian regularly conducts client satisfaction surveys to gather feedback on our services. These surveys help identify areas of strength and opportunities for improvement. They often include questions about overall satisfaction, the quality of service, and the responsiveness of support teams.
2. **Net Promoter Score (NPS):** Experian uses the Net Promoter Score to gauge client loyalty and satisfaction. NPS measures the likelihood of clients recommending Experian's services to others, providing a clear indicator of client satisfaction and loyalty.
3. **Client Feedback and Reviews:** Experian actively collects and analyzes client feedback and reviews. This feedback is used to make data-driven decisions and implement changes that enhance the client's experience.
4. **Performance Metrics:** Experian tracks various performance metrics, such as response times, resolution times, and service uptime. These metrics help ensure that they meet or exceed client expectations in terms of service delivery and reliability.
5. **Client Advisory Boards:** Experian engages with client advisory boards to gain insights and feedback directly from key clients. These boards provide a platform for clients to share their experiences, suggest improvements, and collaborate on new initiatives.
6. **Regular Check-ins and Relationship Management:** Experian maintains regular check-ins with clients through account managers and relationship management teams. These interactions help build strong relationships, address any concerns promptly, and ensure ongoing client satisfaction.

By employing these strategies, Experian Public Sector ensures we maintain high levels of client satisfaction and continuously improve our services to meet the evolving needs of our clients.



How do you measure the success of your projects post implementation?

1. What metrics or indicators do you use to determine if the project is meeting your client's objectives? How do you track performance over time?

Experian Public Sector uses a variety of metrics and indicators to determine if a project meets client objectives and to track performance over time. Here are some key metrics and methods used:

Key Metrics and Indicators:

1. **Project Milestones and Deliverables:** Tracking the completion of project milestones and deliverables ensures that the project progresses as planned and meets the agreed-upon timelines.
2. **Client Satisfaction Scores:** Regularly collecting feedback from clients through surveys and Net Promoter Scores (NPS) helps gauge client satisfaction and identify areas for improvement.
3. **Performance Metrics:** Specific performance metrics such as accuracy rates, response times, and data quality are monitored to ensure the project is delivering high-quality results.
4. **Cost and Budget Management:** Monitoring project costs and ensuring they stay within the allocated budget helps in assessing financial performance and efficiency.

Performance Tracking Methods

1. **Regular Reporting:** Experian uses detailed performance reports that include key metrics and indicators. These reports are tailored for different audiences, from day-to-day operational teams to executive leadership, ensuring relevant insights are provided to the right stakeholders.
2. **Dashboards and Analytics:** Interactive dashboards provide real-time insights into project performance, allowing for continuous monitoring and quick identification of any issues or trends.
3. **Client Check-ins and Reviews:** Regular check-ins with clients and formal project reviews help ensure that client expectations are being met and provide opportunities for feedback and adjustments.
4. **Risk Management:** Comprehensive risk management practices, including predictive analytics and risk assessments, help identify potential issues early and mitigate them effectively.
5. **Continuous Improvement:** Experian fosters a culture of continuous improvement by regularly reviewing performance data, implementing best practices, and making necessary adjustments to enhance project outcomes.



By employing these metrics and tracking methods, Experian Public Sector ensures that projects are aligned with client objectives and can adapt to evolving needs over time.

M. Regarding extending this contract nationally to public agencies through the Axia Cooperative purchasing program:

1. Who are your national/corporate points of contact for sales, marketing, contract administration and monthly sales reporting?

Chris Meehan
Senior Director, Public Sector
Chris.meehan@experian.com
215-534-7979

Mary Daniels
Contracts Specialist
Mary.daniels@experian.com
661-229-7103

2. Detail the scope and structure of your organization nationally, including sales representatives, project managers, etc.

Experian has a government team that is divided into State and local and Federal Government assignments and territories which are managed by Client Executives. Each Client Executive is supported by an Account Manager and a team of product specific subject matter experts. The Client Executives report to the Senior Director of the Public Sector who reports to the Vice President of Public Sector.

3. Demonstrate your company's ability to meet the evolving needs of public sector customers of varying sizes and locations.

Experian Public Sector is well-equipped to meet the evolving needs of public sector customers of varying sizes and locations through a combination of advanced data solutions, tailored consulting services, and a commitment to excellence. Here's how we demonstrate our ability to serve diverse public sector clients



Comprehensive Data Solutions

Experian provides extensive data assets and advanced analytical tools that enable public sector agencies to make informed decisions. Our solutions include identity verification, fraud prevention, and eligibility verification, which are essential for maintaining the integrity and efficiency of public programs.

Scalable and Flexible Services

Our services are designed to be scalable and adaptable, catering to the needs of both small local agencies and large federal departments. Whether it's a city government needing to verify employment for housing programs or a state agency managing large-scale public assistance programs, Experian can tailor our solutions to fit the specific requirements of each client.

State and Local Government Consulting

Experian offers specialized consulting services to help state and local governments address operational and strategic challenges. Our experts work closely with agencies to improve performance, increase efficiency, and manage budgets effectively. This hands-on approach ensures that our clients receive the support they need to achieve their goals.

Dedicated Support and Continuous Improvement

Experian provides ongoing support and consulting services to help public sector clients optimize their processes. We offer training, best practices, and strategic advice to ensure that our clients can effectively use our solutions to meet their evolving needs.

By leveraging these strengths, Experian Public Sector is well-equipped to meet the diverse and changing needs of public sector customers, regardless of their size or location.



2. Method of Approach

A. Provide a detailed description of your proposed method for delivering the requested services.

1. How will your platform handle background checks, eviction checks, and employment verification?

Background Checks and eviction checks are out of scope for the Experian response.

Experian Verify for Government handles employment verification checks through a secure, efficient, and comprehensive process designed to meet the specific needs of public sector agencies. Here's an overview of how it works:

Key Components of Experian Verify for Government Employment Verification

1. Instant Verification:

- **Automated Verification Waterfall:** Experian Verify for Government leverages its extensive employer payroll network to provide instant verification of employment and income information. This automated process ensures quick and accurate results without friction.
- **Permissioned Verification:** If instant verification is unavailable, the system automatically transitions to permissioned verification. This allows consumers to connect directly to their payroll accounts and verify their information from their employer's payroll service.

2. Data Accuracy and Security:

- **High-Quality Data:** Experian Verify ensures that only accurate and up-to-date information is delivered. This is achieved through rigorous data quality checks and validation processes.
- **Encryption and Security:** All data is encrypted both in transit and at rest using advanced encryption methods such as AES-256 and SSL/TLS protocols. This ensures the confidentiality and security of sensitive applicant data.

3. Compliance and Privacy:



- **FCRA Compliance:** All Experian Verify reports are compliant with the Fair Credit Reporting Act (FCRA), ensuring that the data provided can be used for adverse action if necessary.
- **User-Friendly Interface:**
- **Employer and Verifier Portals:** Experian Verify provides dedicated portals for employers and verifiers, allowing them to easily manage and access verification data. Employers can view and manage all verifications fulfilled by Experian Verify, while verifiers benefit from fast and accurate responses.
- By implementing these components, Experian Verify for Government ensures a seamless and secure employment verification process that meets the needs of public sector agencies.

2. What features or tools make your approach stand out from other vendors?

Experian Verify™ stands out from other vendors due to several key features and tools:

1. **Access to Extensive Payroll Records:** Experian Verify provides access to trusted employer payroll records within the Experian network. This extensive database enables users to make informed real-time decisions while reducing friction and complexity in the verification process
2. **Customizable Integration Options:** Experian Verify offers multiple configuration and integration options, such as a RESTful API or a hosted web interface. This flexibility allows organizations to tailor the verification process to their specific needs
3. **Comprehensive Data Insights:** The service provides deeper insights into financial stability, enabling better decision-making across the lending lifecycle.
4. **User-Friendly Platform:** The platform is designed to be easy to use, with a reputable name and responsive helpdesk support. This ensures smooth user experience and quick resolution of any issues
5. **Enhanced Security and Compliance:** Experian Verify ensures that all verification processes comply with federal and state privacy acts and laws. This includes robust security measures to protect sensitive information during data transfer and processing



6. **Real-Time Verification:** The service enables real-time verification of employment and income, which is crucial for making timely and accurate decisions. This feature helps reduce delays and improve operational efficiency

These features collectively make Experian Verify a powerful and reliable solution for employment and income verification, setting it apart from other vendors in the market.

B. Describe your implementation plan and timeline.

1. How do you plan to ensure a smooth onboarding process?

An implementation consultant or project manager coordinates the process, ensuring reliable and secure data flow, system configuration, and business process workflow.

3. What is the estimated timeline for implementing your solution from start to full operation, including training?

For the public sector, the estimated timeline for implementing Experian Verify™ from start to full operation, including training, typically follows these phases:

1. Initial Consultation and Planning

- Understanding the specific needs and regulatory requirements of the public sector client.
- Developing a detailed implementation plan tailored to the public sector.

2. System Integration and Configuration:

- Customizing the integration to fit the client's existing systems and ensuring compliance with public sector standards.
- Configuring data mapping and ensuring compatibility with public sector data formats.

3. Testing and Validation:

- Conducting thorough testing to ensure the system works seamlessly and meets public sector requirements.
- Validating data accuracy, security measures, and compliance with public sector regulations.



4. **Training and Onboarding:**

- Providing comprehensive training sessions for public sector users, including specific regulatory and compliance training.
- Offering resources and support to ensure smooth onboarding and adherence to public sector protocols.

5. **Go-Live and Post-Implementation Support:**

- Launching the system for full operation within the public sector environment.
- Providing ongoing support to address any initial issues and ensure smooth operation, with a focus on public sector needs.

Overall, the entire process typically takes **8-12 weeks** from start to full operation, including training. This timeline can vary based on the complexity of the public sector client's requirements and the level of customization needed.

4. [How will you ensure minimal disruption to the PHA's ongoing operations during this transition?](#)

Experian Verify™ ensures minimal disruption to Public Housing Authorities (PHAs) during the transition through several key strategies:

1. **Detailed Planning and Coordination:** Experian works closely with PHAs to develop a detailed implementation plan. This includes understanding the specific needs and operational workflows of the PHA to ensure a smooth integration process
2. **Phased Implementation:** The transition is often carried out in phases to minimize disruption. This phased approach allows for gradual integration and testing, ensuring that any issues are identified and resolved before full deployment
3. **Custom Integration Solutions:** Experian provides customizable integration options, such as RESTful APIs or hosted web interfaces, tailored to fit the existing systems of the PHA. This flexibility helps in seamlessly incorporating the verification services without major changes to current operations
4. **Comprehensive Training and Support:** Experian offers extensive training sessions and resources to ensure that PHA staff are well-prepared to use the new system. This includes personalized training, documentation, and ongoing support to address any questions or concerns



5. **Robust Testing and Validation:** Before full deployment, Experian conducts thorough testing and validation to ensure that the system works seamlessly with the PHA's existing processes. This helps in identifying and mitigating any potential issues early on
6. **Dedicated Support Team:** Experian provides a dedicated support team to assist PHAs throughout the transition. This team is available to address any issues promptly and ensure that the transition is as smooth as possible

By implementing these strategies, Experian Verify™ ensures that the transition process is efficient and causes minimal disruption to the ongoing operations of PHAs.

C. What security measures are in place for data protection?

1. How will you ensure the confidentiality and security of sensitive tenant data?

Experian Verify™ ensures the confidentiality and security of sensitive applicant data for Public Housing Authorities (PHAs) through several robust measures:

1. **Compliance with Privacy Laws:** Experian Verify adheres to all federal and state privacy acts and laws, ensuring that data is only accessed by verifiers with a permissible purpose
2. **Advanced Encryption:** All data transfers are protected using advanced encryption techniques. This ensures that sensitive information is secure during transmission and storage
3. **Secure Access Controls:** Experian Verify implements strict access controls to ensure that only authorized personnel can access sensitive data. This includes multi-factor authentication and role-based access controls
4. **Regular Security Audits:** Experian conducts regular security audits and assessments to identify and mitigate potential vulnerabilities. This proactive approach helps maintain the integrity and security of the system
5. **User Consent and Control:** Applicants provide consent for their employment information to be released, and they can control access and manage their privacy settings through the Experian Verify portal
6. **Continuous Monitoring:** Experian employs continuous monitoring of its systems to detect and respond to any suspicious activities or potential security threats in real time

These measures collectively ensure that sensitive applicant data is handled with the highest level of security and confidentiality, providing PHAs with the confidence that their data is protected.



2. What encryption methods, access controls, and audit trails are included in your platform?

Experian Verify employs robust security measures to ensure the protection and integrity of data. Here are the key components:

Encryption Methods

1. **Data Encryption:** Experian Verify uses advanced encryption methods to protect data both in transit and at rest. This includes the use of AES-256 encryption, which is a widely recognized standard for securing sensitive information.
2. **Secure Sockets Layer (SSL)/Transport Layer Security (TLS):** SSL/TLS protocols are used to establish secure connections between clients and servers, ensuring that data transmitted over the network is encrypted and protected from interception.

Access Controls

1. **Role-Based Access Control (RBAC):** Experian Verify implements role-based access control to ensure that only authorized personnel have access to specific data and functionalities. This minimizes the risk of unauthorized access and ensures that users can only perform actions relevant to their roles.
2. **Multi-Factor Authentication (MFA):** To enhance security, Experian Verify requires multi-factor authentication for accessing sensitive data. This involves using two or more verification methods, such as passwords, tokens, or biometric data, to confirm user identity.
3. **User Management and Permissions:** Experian's Web Access Control System (EWACS) allows administrators to create and manage user accounts, assign product access, set IP address restrictions, and monitor user activity.

Audit Trails

1. **Comprehensive Audit Logs:** Experian Verify maintains detailed audit logs that record all access and activity within the system. These logs include information on who accessed the data, what actions were taken, and when they occurred.
2. **Real-Time Monitoring and Alerts:** The system continuously monitors unusual or unauthorized activities and generates real-time alerts to notify administrators of potential security incidents.
3. **Compliance Reporting:** Experian Verify provides comprehensive reporting capabilities that help organizations meet regulatory requirements and demonstrate compliance during audits. These reports include detailed records of all access and changes made to the data.

By implementing these encryption methods, access controls, and audit trails, Experian Verify ensures the highest level of security and compliance for our clients.



What is your approach to ongoing support and system updates?

1. How do you plan to provide customer support (e.g., hours of availability, response times)?

Experian Verify™ provides robust customer support to ensure a smooth and efficient experience for users. Here are some key aspects of the support offered:

1. **Dedicated Support Channels:** Users can reach out for assistance via phone or email. The support team is available to help with any issues or questions related to the verification process. For example, you can contact support at verify.support@experian.com or call (866) 312-8266
2. **User-Friendly Portal:** The Experian Verify portal is designed to be intuitive and easy to navigate. It provides access to verification data, history requests, and privacy controls, ensuring users can manage their information efficiently.
3. **Training and Resources:** Experian offers training sessions and resources to help users understand and effectively utilize the Verify product. This includes documentation, webinars, and personalized training sessions to address specific needs.
4. **Compliance and Security:** The support team ensures that all verification processes comply with federal and state privacy acts and laws. This includes managing data securely and providing access only to verifiers. These support mechanisms ensure that users of Experian Verify™ receive the assistance they need to effectively use the product and achieve their goals.

Experian Verify™ provides customer support during the following hours:

- **Support Hours:** Monday through Friday, from 9:00 AM to 7:00 PM EST, excluding US holidays



- **Response Times:**

For social service requests, responses are usually provided within one day. These support hours and response times ensure that users receive timely assistance and can efficiently manage their verification needs.

2. **How frequently will the platform be updated, and how will these updates be communicated and implemented?**

The Experian Verify™ platform is regularly updated to ensure it remains effective, secure, and compliant with evolving standards. Here's how the update process works:

Frequency of Updates:

1. **Regular Updates:** The platform receives regular updates, typically on a quarterly basis. These updates include enhancements to features, security improvements, and compliance adjustments.
2. **Critical Updates:** In addition to regular updates, critical updates are deployed as needed to address urgent issues or vulnerabilities.

Communication of Updates:

1. **Advance Notifications:** Public sector clients receive advance notifications about upcoming updates. These notifications include details about the changes, the expected impact, and the scheduled deployment time.
2. **Release Notes:** Detailed release notes are provided with each update. These notes outline the new features, improvements, and any bug fixes included in the update.
3. **Webinars and Training Sessions:** Experian often conducts webinars and training sessions to help clients understand the new features and how to use them effectively.

These practices ensure that the Experian Verify™ platform remains up-to-date and continues to meet the needs of public sector clients effectively



D. How will you ensure the system remains compliant with regulatory changes?

1. What processes are in place to monitor and implement changes to HUD, FCRA, and other relevant laws?

Experian continuously monitors changes in regulations such as HUD and FCRA to ensure compliance. This involves staying updated with new laws, amendments, and guidelines issued by regulatory bodies

2. Can you provide examples of how you've managed compliance changes for other clients

Examples of how Experian has managed compliance changes for other clients:

1. **Regulatory Compliance Review:** Experian conducted a comprehensive regulatory and compliance review for a financial institution. This review helped the client fulfill risk and regulatory requirements, optimize credit strategies, and evaluate key lending processes. The outcome was improved transparency and documentation for audit needs
2. **FinCEN Customer Due Diligence Rule:** Experian assisted a client in complying with the FinCEN Customer Due Diligence (CDD) Rule. This involved identifying and verifying customers and beneficial ownership, monitoring transactions, and accessing advanced scoring and decisioning tools. This helped the client prevent financial crimes and meet regulatory standards
3. **Fraud Prevention and Risk Management:** For a public sector client, Experian implemented fraud prevention and risk management solutions. These solutions included identity verification and eligibility verification services, which helped the client detect and prevent fraud while ensuring compliance with relevant laws. These examples illustrate how Experian's expertise and tools can help clients navigate and comply with complex regulatory requirements.

E. How will you ensure the platform is scalable?

1. How can your platform accommodate changes in volume or the addition of new features as the PHA's needs evolve?

Experian Verify™ is designed to be flexible and scalable, accommodating changes in volume and the addition of new features as the needs of Public Housing Authorities (PHAs) evolve. Here's how:



Scalability:

1. **Cloud-Based Infrastructure:** Experian Verify operates on a robust cloud-based infrastructure, allowing it to scale up or down based on demand. This ensures that the system can handle increased volumes of verification requests without compromising performance
2. **Flexible Integration Options:** The platform offers multiple integration options, such as RESTful APIs and hosted web interfaces, which can be easily adjusted to accommodate changes in volume and new requirements
3. **Automated Processes:** Automation of verification processes helps manage high volumes efficiently. This includes automated data collection, validation, and risk assessment, reducing the need for manual intervention.

Addition of New Features:

1. **Modular Design:** Experian Verify is built with a modular design, allowing new features to be added seamlessly. This modularity ensures that enhancements can be integrated without disrupting existing functionalities
2. **Regular Updates:** The platform receives regular updates that include new features, security improvements, and compliance adjustments. These updates are communicated in advance and implemented with minimal disruption.
3. **Custom Solutions:** Experian works closely with PHAs to develop custom solutions that meet their evolving needs. This includes tailoring features and functionalities to address specific challenges and requirements



2. Can you provide examples of scalability in action with other clients?

1. **Xactus:** Experian Verify™ partnered with Xactus to improve automation in the mortgage industry. By leveraging Experian's instant employer payroll network, Xactus was able to achieve a digital mortgage process, reducing the time from loan origination to closure to just seven days. This scalability allowed Xactus to handle increased volumes of mortgage applications efficiently.
2. **Clear Mountain Bank:** Experian Verify™ helped Clear Mountain Bank generate over \$1 million in loans through digital prescreening. The scalable verification process enabled the bank to provide customers with an average of \$1,615 in savings, demonstrating the ability to handle high volumes of loan applications while maintaining accuracy and efficiency
3. **Gather Federal Credit Union:** By implementing Experian Verify™, Gather Federal Credit Union was able to book over \$600,000 in new personal loans and credit cards. The scalable verification process allowed the credit union to increase approvals and provide faster decisioning, enhancing customer satisfaction

These examples highlight how Experian Verify™ can scale to meet the needs of various clients, ensuring efficient and accurate verification processes even as volumes increase.

F. What are the key performance indicators (KPIs) that will demonstrate the success of your platform?

1. How will you measure and report on the effectiveness of your services?

Experian continuously monitors and evaluates the performance of our services. We use various metrics to assess the effectiveness of our verification solutions and report these findings to our clients. This includes tracking the success rates of verification processes and the impact on reducing fraud

2. What benchmarks or metrics will you use to assess ongoing performance and make adjustments if needed?

Availability and response time are the primary metrics used to assess ongoing performance and adjust as needed.



G. How will you handle data migration from our current system to your platform?

1. What is your process for ensuring a smooth transition with minimal data loss or disruption?

Data migration is not within the scope of implementing income and employment verification solutions for a public housing authority.

H. Describe your approach to risk management during the implementation phase.

1. How will you mitigate risks such as delays, technical difficulties, or non-compliance with PHA requirements?

Experian Verify™ mitigates risks such as delays, technical difficulties, and non-compliance with Public Housing Authority (PHA) requirements through several key strategies:

1. **Robust Planning and Coordination:** Experian works closely with PHAs to develop detailed implementation plans. This includes understanding specific needs, setting clear timelines, and coordinating with all stakeholders to ensure a smooth transition
2. **Advanced Technology and Infrastructure:** Experian leverages a cloud-based infrastructure and advanced technology to ensure high availability and reliability. This helps in minimizing technical difficulties and ensuring that the system can handle high volumes of verification requests efficiently
3. **Regular Testing and Validation:** Before full deployment, Experian conducts thorough testing and validation to identify and resolve any potential issues. This includes compatibility testing with existing systems and ensuring that all processes meet PHA requirements
4. **Compliance Monitoring:** Experian has a dedicated team that continuously monitors changes in relevant laws and regulations, including HUD and FCRA. This team ensures that all processes and systems are compliant with the latest regulatory requirements
5. **Comprehensive Training and Support:** Experian provides extensive training sessions and resources to ensure that PHA staff are well-prepared to use the new system. This includes personalized training, documentation, and ongoing support to address any questions or concerns



6. **Continuous Improvement:** Experian adopts a continuous improvement approach, regularly reviewing and enhancing their processes based on performance data and client feedback. This helps in maintaining high standards of service and addressing any emerging risks promptly

By implementing these strategies, Experian Verify™ ensures that risks are effectively mitigated, providing PHAs with reliable and compliant verification services.

Can you provide a detailed plan for how tenant data will be securely transferred, stored, and backed up?

1. What data backup procedures are in place, and how often will data backups occur?

Experian Verify™ has robust data backup procedures in place to ensure the security and integrity of sensitive data for Public Housing Authorities (PHAs). Here are the key aspects of our backup strategy:

1. **Regular Backups:** Data backups are performed daily to ensure that the most recent data is always protected. This minimizes the risk of data loss and ensures that PHAs have access to up-to-date information
2. **Multiple Backup Locations:** Experian uses multiple backup locations to ensure redundancy. Data is stored in different geographic locations to protect against regional disasters or outages, ensuring continuous availability
3. **Advanced Encryption:** All backup data is encrypted using advanced encryption techniques. This ensures that the data remains secure during storage and transfer, protecting sensitive information from unauthorized access
4. **Automated Backup Processes:** The backup processes are automated to reduce the risk of human error and ensure consistency. Automated integrity checks are also performed to verify the accuracy and completeness of the backups
5. **Regular Testing and Validation:** Experian conducts regular testing and validation of backup data to ensure that it can be successfully restored if needed. This includes both automated and manual integrity checks to confirm the reliability of the backups
6. **Compliance with Standards:** Experian's backup procedures comply with industry standards and regulatory requirements, ensuring that data protection practices meet the highest standards



These procedures ensure that Experian Verify™ can quickly recover data in the event of a disruption, maintaining the continuity and reliability of their services for PHAs.

I. What is your process for handling service interruptions or outages?

1. What contingency plans are in place to minimize service disruption? What are your average recovery times?

Experian Verify™ has comprehensive contingency plans in place to minimize service disruption and ensure quick recovery. Here are the key components:

Contingency Plans:

1. **Business Continuity Planning:** Experian has a robust business continuity plan (BCP) that outlines specific actions to take in the event of a disruption. This includes predefined roles and responsibilities, communication protocols, and recovery procedures
2. **Disaster Recovery:** Experian maintains a disaster recovery plan that includes data backup and restoration processes, ensuring that critical data can be quickly recovered in case of an emergency. This plan is regularly tested and updated to ensure its effectiveness
3. **Redundant Systems:** Experian uses redundant systems and infrastructure to ensure high availability and reliability. This includes multiple data centers in different geographic locations to protect against regional disruptions
4. **Regular Testing and Drills:** Experian conducts regular testing and drills to ensure that all contingency plans are effective, and that staff are well-prepared to respond to any disruptions. This includes both automated and manual testing of backup systems

Average Recovery Times:

- **Data Recovery:** Experian aims to recover critical data within a few hours, depending on the nature and extent of the disruption. Regular backups and redundant systems help ensure quick data restoration
- **Service Restoration:** The goal is to restore full service within 24 hours for most disruptions. For more severe incidents, the recovery time may vary, but the focus is on minimizing downtime and ensuring continuous service availability



These contingency plans and recovery strategies ensure that Experian Verify™ can quickly respond to and recover from any disruptions, maintaining the reliability and integrity of their services for Public Housing Authorities.

J. What measures do you have in place to ensure the scalability of your platform as our needs evolve?

1. If the PHA's housing portfolio grows, how will the system accommodate the increased load without affecting performance?

Experian Verify operates on a robust cloud-based infrastructure that can scale up or down based on demand. This ensures that the system can handle increased volumes of verification requests without compromising performance.

K. How will you ensure cross departmental collaboration within the PHA during the implementation and ongoing operation?

1. Will there be regular check-ins with various PHA departments (e.g., IT, finance, legal) to ensure all needs are met?

Yes, a cadence will be established between PHA stakeholders within each department and the associate Experian Subject Matter Experts to ensure all needs are met and the solution is delivering the best possible results.

L. How will you handle continuous user training and system updates?

1. Will there be regular or on demand training for new staff? How will you communicate and implement platform updates without disrupting PHA operations?

Webinars, quarterly open office hours. A video and presentation can be made available on how to use Experian Verify Instant Hit. A dedicated staff of Client Success Managers are made available to support the user population, answer questions, provide training, gather training, provide feedback to the product team for future enhancements and ensure smooth implementations with no disruption to day-to-day business of the PHA.

M. How will you incorporate innovation and emerging technologies into your platform?

1. Do you have a process for integrating new technological advancements (e.g., AI driven analytics or machine learning) that could benefit the PHA in the future?

Experian integrates new technological advancements, such as AI-driven analytics and machine learning, through a structured and strategic process designed to benefit organizations like Public Housing Authorities (PHAs). Here's how:



1. **Research and Development:** Experian invests heavily in R&D to explore and develop cutting-edge technologies. This includes collaborating with industry experts and academic institutions to stay at the forefront of technological advancements
2. **Data-Centric AI Approach:** Experian adopts a data-centric AI approach, which focuses on improving the quality of data used to build AI systems. This involves systematic engineering of data, ensuring it is clean, accurate, and relevant
3. **Custom Solutions:** Experian tailors AI and machine learning solutions to meet the specific needs of different sectors, including the public sector. This customization ensures that the solutions are effective and relevant to the unique challenges faced by PHAs
4. **Integration and Deployment:** Experian's team of experts assists in the seamless integration and deployment of AI and machine learning models. This includes building, deploying, and customizing models quickly using leading-edge methodologies
5. **Continuous Improvement:** Experian continuously monitors and updates its AI and machine learning models to ensure they remain effective and compliant with evolving regulations and best practices. This iterative process helps in maintaining high performance and reliability
6. **Ethical and Transparent AI:** Experian ensures that its AI and machine learning models are explainable, compliant, and ethical. This transparency helps in building trust and ensures that decisions made by these models are fair and understandable

By following these steps, Experian ensures that new technological advancements are effectively integrated and can provide significant benefits to PHAs, such as improved decision-making, enhanced efficiency, and better service delivery.

What communication channels will be in place during project, and how will you ensure open, effective communication?

1. Will you provide a dedicated project manager? How will issues be escalated and resolved?

A dedicated Client Executive and Implementation Specialist will be made available to the PHA for the duration of the contract.

A standard issue escalation process ensures that problems are addressed promptly and effectively by the appropriate level of authority. Here's a general outline of the steps involved:



Standard Issue Escalation Process

1. Identify the Issue

- Recognize when an issue needs escalation due to its impact or complexity.

2. Document the Issue

- Record all relevant details, including the nature of the issue, affected parties, and any initial attempts to resolve it.

3. Determine the Escalation Path

- Identify the appropriate channels and stakeholders for escalation. This often involves predefined escalation matrices or workflows.

4. Communicate the Escalation

- Inform the relevant stakeholders about the issue, providing all necessary documentation and context.

5. Monitor and Follow Up

- Track the progress of the escalation, ensuring that the issue is being addressed and resolved in a timely manner.

6. Resolve and Close

- Once the issue is resolved, document the resolution and communicate it to all relevant parties. Ensure that any lessons learned are recorded for future reference.

Example of an Escalation Path

1. Operational Level

- Attempt to resolve the issue within the immediate team or department.

2. Managerial Level

- If unresolved, escalate to a manager or supervisor who can provide additional resources or authority.



3. Executive Level

- For critical issues, escalate to senior management or executives who can make high-level decisions.

4. External Escalation

In some cases, it may be necessary to involve external stakeholders, such as clients or regulatory bodies

N. Detail the related scope of products and services that your company offers.

1. If these are to be made available to other public agencies through the resulting contract via the Axia Cooperative purchasing program, please detail a pricing model for each, accounting for participating agencies' various sizes and locations

Experian offers a wide range of related products for government agency use across program domains. In addition to the income & employment verification services proposed in this submission, we offer solutions to address other government needs. Our core government offerings include over 100 products and product options and include:

- Income & employment Verifications (as proposed)
 - Instant
 - Consumer permissioned
- Identity verification services (citizen, device, behavior etc.)
- Credit services
 - Citizen
 - Business
- Data verification and enrichment
- Data Quality



Our pricing model is a transactional approach. Our clients are charged based on the number of transactions which are processed in a specified billing period. Some products charge on a per inquiry basis and some charge based on a per hit basis. In all cases, our government pricing is offered at a reduced rate versus our commercial pricing.

**O. Detail any value-added services and programs that may complement the comprehensive offering.
Such offerings may include (but are not necessarily limited to):**

1. Small business partnership programs, such as local fulfillment and/or service partners

Experian offers several partnership programs specifically designed for the public sector, helping government agencies improve operations, prevent fraud, and enhance citizen services. Here are some key programs:

- Identity Proofing: Experian provides comprehensive workflows to verify in-person and remote citizen identities, meeting government resolution, validation, and verification requirements.
- Fraud Prevention: Flexible, scalable enterprise fraud solutions help keep citizen data safe and mitigate the risk of financial fraud and identity theft
- Eligibility Verification: Experian's services incorporate third-party data and analytics into established processes to improve decision-making and ensure efficient eligibility verification
- State and Local Government Consulting: Experian offers consulting services to help state and local agencies address operational and strategic challenges, improve performance, increase efficiency, and manage budgets.
- Risk Management: Comprehensive data and predictive analytics enable agencies to authenticate identities, monitor status changes, and mitigate risks.
- These programs are designed to help public sector agencies operate more efficiently, save money and time, and enhance citizen engagement.

2. Training & Education

Experian offers a range of training and education programs specifically designed for the public sector to help government agencies enhance their operations and better serve their citizens. Here are some key aspects of these programs:



1. **Data Management Training**

- **Workshops and Seminars:** Experian conducts workshops and seminars to educate public sector employees on best practices for managing and protecting citizen data
- **Compliance Training:** Training sessions focus on regulatory compliance, ensuring that agencies adhere to data management, vendor management, and entitlement program regulations

2. **Fraud Prevention and Risk Management:**

- **Fraud Detection Training:** Experian provides training on using their fraud detection tools and solutions to help agencies identify and mitigate fraud risks
- **Risk Assessment Workshops:** These workshops help agencies understand and implement risk management strategies using Experian's data and analytics

3. **Identity Verification and Eligibility:**

- **Identity Proofing Training:** Training programs on verifying citizen identities, both in-person and remotely, using Experian's comprehensive workflows
- **Eligibility Verification:** Sessions on incorporating third-party data and analytics into eligibility verification processes to improve decision-making

4. **Consulting Services:**

- **Operational and Strategic Consulting:** Experian offers consulting services to help state and local agencies address operational and strategic challenges, improve performance, and manage budgets more effectively
- **Custom Training Programs:** Tailored training programs designed to meet the specific needs of different government agencies

These training and education programs are designed to empower public sector employees with the knowledge and tools they need to improve efficiency, ensure compliance, and enhance service delivery to citizens.

3. [Consulting services](#)

Experian's public sector consulting services are designed to help government agencies address a variety of operational and strategic challenges. Here are some key capabilities:

1. **Operational Efficiency:**

- **Data Management:** Experian helps agencies protect and manage citizen data, making decisions around access, eligibility, and e-services more efficient
- **Performance Improvement:** Consulting services focus on improving overall performance and increasing efficiency within government operations



2. **Regulatory Compliance:**

- **Compliance Training:** Experian provides training to ensure agencies follow regulations for data management, vendor management, and entitlement programs
- **Program Integrity:** They help ensure the integrity of eligibility programs by authenticating identities and validating applicant data

3. **Risk Management:**

- **Fraud Prevention:** Experian offers solutions to authenticate identities, decrease fraud, and protect citizen identities
- **Risk Mitigation:** Comprehensive data and predictive analytics are used to monitor status changes and mitigate risks

4. **Strategic Consulting:**

- **Budget Management:** Experian assists agencies in managing their budgets more effectively, ensuring resources are allocated efficiently
- **Custom Solutions:** Tailored consulting services are provided to meet the specific needs of different government agencies

5. **Citizen Engagement:**

- **Single Citizen View:** Experian helps agencies locate disparate citizen data records, assign unique identifiers, and verify data to protect against fraud
- **Enhanced Service Delivery:** By leveraging data and analytics, agencies can improve service delivery and engage with citizens better.

These capabilities enable public sector agencies to operate more effectively, ensure compliance, and enhance their service delivery to citizens.



4. Green / Sustainable programs, such as recycling programs, company policies, product certifications, staff and/or company certifications, sustainable distribution practices, etc.

Experian is committed to sustainability and has implemented several green initiatives and programs to reduce its environmental impact. Here are some key aspects of our sustainability efforts:

Carbon Footprint Reduction:

- **Science-Based Targets:** Experian aims to reduce our Scope 1 and 2 absolute emissions by 50% by 2030, with a commitment to gradually offset 100% of these emissions by 2025.
- **Renewable Energy:** We are increasing the use of renewable energy, with 75% of our total electricity usage in FY24 coming from renewable sources.

Supply Chain Engagement:

- **Supplier Emissions:** Experian is working with suppliers to ensure that 78% of our suppliers have science-based targets by 2029.
- **Binding Climate Provisions:** We include climate-related provisions in supplier agreements to drive sustainability across our supply chain.

Recycling and Waste Reduction:

- **Single-Use Plastics:** Efforts are being made to reduce the use of single-use plastics within our operations.
- **Waste Management:** We focus on efficient waste management practices to minimize environmental impact.

Employee and Community Engagement:

- **Volunteer Programs:** Experian encourages employees to participate in volunteer programs, contributing to environmental and community initiatives.
- **Community Champions:** A network of employees dedicated to driving grassroots volunteer, giving, and social innovation efforts.



Certifications and Reporting:

- **CDP Climate Change Disclosure:** Experian participates in the CDP (formerly Carbon Disclosure Project) to report on our climate change efforts.
- **ESG Reporting:** Experian provides detailed environmental, social, and governance (ESG) reports to track and communicate our sustainability progress.

These initiatives reflect Experian's commitment to reducing its environmental footprint and promoting sustainability across operations and supply chain.

5. Rebate/incentive programs

Rebate / incentive programs are managed on a per client per contract basis

6. Other services

Experian Public Sector is pleased to engage with the City of Tucson and Axia to define these Other Services and provide a response that aligns to project agreements.

7. Include details as to how these proposed services/programs would be rolled out to the City of Tucson and other participating agencies through the Axia Cooperative purchasing program.

This will be managed based on agreements in place with participating agencies, including the City of Tucson and others, through the Axia Cooperative and Experian

P. Demonstrate your company's ability to meet the evolving needs of public sector customers and varying sizes and locations

Experian Public Sector is well-equipped to meet the evolving needs of public sector customers of varying sizes and locations through a combination of advanced data solutions, tailored consulting services, and a commitment to excellence. Here's how we demonstrate our ability to serve diverse public sector clients:

Comprehensive Data Solutions

Experian provides extensive data assets and advanced analytical tools that enable public sector agencies to make informed decisions. Our solutions include identity verification, fraud prevention, and eligibility verification, which are essential for maintaining the integrity and efficiency of public programs



Scalable and Flexible Services

Our services are designed to be scalable and adaptable, catering to the needs of both small local agencies and large federal departments. Whether it's a city government needing to verify employment for housing programs or a state agency managing large-scale public assistance programs, Experian can tailor its solutions to fit the specific requirements of each client.

State and Local Government Consulting

Experian offers specialized consulting services to help state and local governments address operational and strategic challenges. Our experts work closely with agencies to improve performance, increase efficiency, and manage budgets effectively. This hands-on approach ensures that our clients receive the support they need to achieve their goals.

Proven Track Record and Recognition

Experian has a proven track record of delivering high-quality services to public sector clients. Our recent recognition by the USDA for our SNAP Verify program highlights our commitment to excellence and our ability to provide reliable verification solutions that support critical public assistance programs.

Dedicated Support and Continuous Improvement

Experian provides ongoing support and consulting services to help public sector clients optimize their processes. We offer training, best practices, and strategic advice to ensure that our clients can effectively use our solutions to meet their evolving needs.

By leveraging these strengths, Experian Public Sector is well-equipped to meet the diverse and changing needs of public sector customers, regardless of their size or location.

Q. Demonstrate your commitment to leverage the Axia Cooperative purchasing program to make the resulting contract available to public agencies across the country. Include details about your firm's ability to:

1. Market the agreement to public agencies nationally
2. Educate your firm's sales staff about the cooperative purchasing program
3. Connect with customer decision makers
4. Partner with the Axia Cooperative team for business development
5. Track sales and report back to Axia Cooperative



The Experian government team leverages our company's marketing resources to promote our services and the contract vehicles in which we participate. Our marketing team works with our government partners to create relevant campaigns. Our team fully anticipates leveraging these resources and programs with the Axia team.

The Experian integrated marketing team follows a comprehensive process to ensure effective and personalized marketing strategies. Here's an outline of our industry process:

1. Data Integration:

- Customer Data Integration (CDI): Compiles customer data from various sources into a single cohesive view. This helps in understanding customer behavior, preferences, and trends.

- ETL and ELT Methods: ETL (Extract, Transform, Load) and ELT (Extract, Load, Transform) are used to integrate data. ETL is quicker to implement and supports complex data transformations, while ELT is faster and more efficient for large data loads

- Change Data Capture (CDC): Captures and records changes in source systems to keep data up-to-date.

2. Cross-Channel Marketing:

- Integrated Mobile Marketing: Engages customers through preferred channels like SMS, email, and social media. This includes setting up, deploying, and managing campaigns with personalized content.

- Targeting and Segmentation: Uses multi-criteria filters and nested queries to create sophisticated business rules for campaign audiences. This ensures that the most relevant and up-to-date customer data is used

3. Campaign Execution and Management:

- SMS Campaigns: Manages bulk, series, or triggered SMS campaigns with features like keyword tracking, link shortening, and dynamic content,

- Cross-Channel Content: Builds personalized and dynamic campaigns efficiently with a customizable library of reusable content.



4. Performance Tracking: Monitors and analyzes campaign performance to optimize strategies and improve outcomes

5. Customer Insights: Leverages data to gain insight into customer behavior and preferences, allowing for more personalized and effective marketing efforts. The Experian team will engage with the Axia team to incorporate relevant activities and events into a plan for the year. Experian is familiar with joint efforts in other cooperative programs. Experian is also well versed in managing the necessary sales tracking and reporting steps in a cooperative contracting program. Our team will establish the necessary report content and a regular cadence for preparing and delivering the required reports.

R. Describe your customer issue resolution process.

1. Include details of various problems that may arise, such as invoicing disputes.

Experian Verify Customer Issue Resolution Process, Including Invoicing Disputes:

1. Contact Customer Support: Clients can initiate the resolution process by contacting Experian Verify's customer support via phone, email, or the online support portal.

2. Provide Detailed Information: Clients are required to provide detailed information regarding the issue, including account details, a description of the problem, and any relevant documentation.

3. Initial Review: The customer support team will conduct an initial review of the reported issue and may request additional information for clarification.

4. Investigation: In cases of invoicing disputes, the issue will be escalated to the billing department for a thorough investigation. This includes reviewing account history, transaction records, and any documentation provided.

5. Resolution Proposal: Following the investigation, Experian Verify will propose a resolution, which may involve correcting errors in billing, issuing refunds, or providing explanations for the charges.

6. Customer Feedback: Clients will be informed of the proposed resolution and given the opportunity to provide feedback or request further clarification.

7. Final Resolution: Upon agreement to the proposed resolution, the issue will be resolved, and necessary changes will be implemented to update the client's account.

8. Follow-Up: Experian Verify may conduct follow-up communications to ensure the issue has been resolved to the client's satisfaction and to gather feedback on the resolution process.



2. Also detail customer service escalation procedures.

1.Initial Contact: Customers should first contact Experian Verify's customer support via phone, email, or the online support portal to report their issue.

2. Detailed Information Submission: Customers need to provide detailed information about the issue, including account details, a description of the problem, and any relevant documentation.

3.Initial Review: The customer support team will conduct an initial review of the issue. If the problem cannot be resolved at this level, it will be escalated to the appropriate department.

4.Escalation to Tier 2 Support: If the issue requires further investigation, it will be escalated to Tier 2 support. This team has more specialized knowledge and resources to handle complex issues.

5.Investigation and Resolution Proposal: The Tier 2 support team will investigate the issue thoroughly. They will review all relevant information and propose a resolution, which may involve correcting errors, issuing refunds, or providing detailed explanations.

6.Customer Feedback: The proposed resolution will be communicated to the customer, who will have the opportunity to provide feedback or request further clarification.

7.Final Resolution: Once the customer agrees to the proposed resolution, the issue will be resolved. Necessary changes will be implemented, and the customer's account will be updated accordingly.

8.Follow-Up: Experian Verify may follow up with the customer to ensure the issue has been resolved satisfactorily and to gather feedback on the resolution process.



3. Price Proposal

Provide pricing as requested on the Price Page herein and include an additional separate cost proposal for any additional fees

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1.	IRS Income Verification search fee	1	ea	\$ 10.00	NA
2.	Work Verification search fee	1	ea	Work verification is included in the above search fee of \$10.00 per hit	NA
3.	Set-up Fee	1	ea	\$0.00	NA
4.	Annual Fee (estimated at 18,000 transactions per year)	18,000	yr	NA	*Estimated 1,620 hits x \$10.00 per hit = \$16,200.00 hits per year
TOTAL					\$16,200* *assuming an anticipated hit rate of ~9%

- ***Experian Exclusive Verify is billed at a flat rate of \$10.00 per hit / report returned. Each report returned contains information on both Income Verification and Work Verification. If there is no hit / no report returned there is no charge. There is no set up fee for Experian Exclusive Verify. There are no overages or minimums beyond the \$10.00 per hit / report returned price.**



Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1.	Rental Eviction search fee	1	ea	NA	NA
2.	Criminal background search fee	1	ea	NA	NA
3.	Set-up Fee	1	ea	NA	NA
4.	Annual Fee (estimated at 18,000 transactions per year)	18,000	yr	NA	NA
TOTAL	NA	NA	NA	NA	NA

- ***Experian is solely responding to Category 2: Employment and Income Verification of this RFQ and *not* responding to Category 1: Rental Eviction and Criminal Background Searches***

The Experian terms included in this RFP response must be acknowledged and incorporated by reference within the PO or signed off and returned.



Experian Pricing Proposal to City of Tucson Request for Quote Housing Program Employment Verification and Background Check Services

Provide by:

Jonathan Abbate
Experian Public Sector Account Executive
Jonathan.abbate@experian.com
c. 310-663-5556

January 2025

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1.	IRS Income Verification search fee	1	ea	\$ 10.00	NA
2.	Work Verification search fee	1	ea	Work verification is included in the above search fee of \$10.00 per hit	NA
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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1.	Rental Eviction search fee	1	ea	NA	NA
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3.	Set-up Fee	1	ea	NA	NA
4.	Annual Fee (estimated at 18,000 transactions per year)	18,000	yr	NA	NA
TOTAL	NA	NA	NA	NA	NA

- ***Experian is solely responding to Category 2: Employment and Income Verification of this RFQ and *not* responding to Category 1: Rental Eviction and Criminal Background Searches***

The Experian terms included in this RFP response must be acknowledged and incorporated by reference within the PO or signed off and returned.

Axia Cooperative Solicitation & Resulting Contract Supporting Documents

Exhibit C

Special Terms & Conditions

1. Use of Federal Funds

The following certifications and provisions are in place for when Participating Agencies intend to utilize federal funds for use of the Master Agreement. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, made by Participating Agencies and their respective subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

APPENDIX II TO 2 CFR PART 200

A. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Offeror agree? (Y / N) Y Initials of Authorized Representative of Offeror

B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a

purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to Offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other Offerors when it is in Participating Agency's best interest.

Does Offeror agree? (Y / N) Y Initials of Authorized Representative of Offeror

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Offeror agree? (Y / N) Y Initials of Authorized Representative of Offeror

D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy

of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non -Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does Offeror agree? (Y / N) Y Initials of Authorized Representative of Offeror

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, Offeror certifies that Offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does Offeror agree? (Y / N) Y Initials of Authorized Representative of Offeror

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the Offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the Offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Offeror agree? (Y / N) Y Initials of Authorized Representative of Offeror

G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the Offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the Offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Offeror agree? (Y / N) Y Initials of Authorized Representative of Offeror

H. Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the

System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the Offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the Offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Offeror agree? (Y / N) Y Initials of Authorized Representative of Offeror

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the Offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the Offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

1. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub- awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Offeror agree? (Y / N) Y Initials of Authorized Representative of Offeror

EMPLOYMENT VERIFICATION

FAR 22.18

As applicable, and as a condition for the award of any Federal contract at \$50,000 or greater, Offeror certifies that vendor is enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

Does Offeror agree? (Y / N) Y Initials of Authorized Representative of Offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agencies for any contract resulting from this procurement process, Offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Offeror further certifies that Offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Offeror agree? (Y / N) Y Initials of Authorized Representative of Offeror

**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS
APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS
IN EXCESS OF \$50,000 OF FEDERAL FUNDS**

When federal funds are expended by Participating Agencies, for any contract resulting from this procurement process in excess of \$50,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Offeror agree? (Y / N) Y Initials of Authorized Representative of Offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, Offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Offeror agree? (Y / N) Y Initials of Authorized Representative of Offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, Offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Offeror agree? (Y / N) Y Initials of Authorized Representative of Offeror

PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322

Participating Agency and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the

Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Offeror agree? (Y / N) Y Initials of Authorized Representative of Offeror

CERTIFICATION OF AFFORDABLE CARE ACT

Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act 111-152 (collectively the Affordable Care Act "ACA"). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services as required by Federal law.

Does Offeror agree? (Y / N) Y Initials of Authorized Representative of Offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Offeror agree? (Y / N) _____ Initials of Authorized Representative of Offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of Offeror that are directly pertinent to Offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Offeror's personnel for the purpose of interview and discussion relating to such documents.

Does Offeror agree? (Y / N) Y Initials of Authorized Representative of Offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Corporate/Company Name:

Experian Information Solutions, Inc.

Address, City, State and ZIP:

475 Anton Blvd Costa Mesa, California 92626

Website:

<https://experian.com>

DUNS#:

8642530

Printed Name and Title of Authorized Representative:

Mike Hodge

Commercial Counsel - Public Sector

Email Address:

mike.hodge@experian.com

Signature of Authorized Representative:

DocuSigned by:

6F15F43697B34CA

Date:

Jan 17, 2025 | 11:38 AM PST

State of New Jersey terms are not applicable to this procurement



CITY OF
TUCSON

RFP



CITY OF TUCSON
REQUEST FOR PROPOSALS

250053

HOUSING PROGRAM EMPLOYMENT VERIFICATION AND
BACKGROUND CHECK SERVICES

Due Date: Tuesday, January 28, 2025

City of Tucson
255 W Alameda St
Tucson, AZ 85701

Procurement portal

<https://secure.procurenow.com/portal/tucson-az>

Public Portal <https://secure.procurenow.com/portal/tucson-az/projects/136532>

PUBLISH DATE: December 19, 2024

CITY OF TUCSON
BUSINESS SERVICES DEPARTMENT
SHARED SERVICES PROCUREMENT DIVISION
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSALS NO. 250053
Page 2 of 47
RESPONSIBLE CONTRACT OFFICER: Casey Adams
PH: (520) 837-4128

Attachments:

A - Offer and Acceptance

C - 5369-B

E - Attachment - Axia Cooperative Purchasing Program

F - HUD-5370C

A. NOTICE

A.1. CITY OF TUCSON

NOTICE OF REQUEST FOR PROPOSAL NO 250053

TITLE: Housing Program Employment Verification and Background Check Services

SUBMITTAL DUE DATE: Tuesday, January 28, 2025 AT 2:00 P.M. LOCAL AZ TIME

PRE-SUBMITTAL CONFERENCE DATE: Thursday, January 9, 2025

TIME: 11:00 am LOCAL AZ TIME

LOCATION: [Teams Meeting Link](#)

Meeting ID: 279 415 869 183

Passcode: ZW9qB3Gj

Dial in by phone

[+1 213-293-2303,,818436646#](#) United States, Los Angeles

[Find a local number](#)

Phone conference ID: 818 436 646#

QUESTIONS SHALL BE DIRECTED TO: Casey Adams
(520) 837-4128
casey.adams@tucsonaz.gov

Posted Date: Thursday, December 19, 2024

Competitive sealed offers for the material or service specified in this solicitation must be submitted through the City's online bidding system. No late submitted offer will be accepted or considered. Responses submitted in physical form or by facsimile or email will not be considered. Offerors are cautioned to commence the submittal process sufficiently ahead of time to allow for unanticipated delays resulting from things like a slow internet connection, internet outage, difficulty uploading large documents, differing system requirements, etc.

Questions about this solicitation must be addressed to the responsible Contract Officer listed herein.

B. INTRODUCTION

B.1. Summary

The City of Tucson Housing and Community Development Department (HCD) is seeking proposals from experienced and qualified vendors to provide online background and eviction check services as well as Work Number employment verification services together or separately. These services are essential for ensuring compliance with federal regulations and supporting HCD's efforts to assess tenant eligibility for housing programs. The selected vendor should provide an efficient, secure, and user-friendly platform that enables HCD to conduct comprehensive background checks and verify tenant employment and income history with accuracy and ease.

The aim of this project is to streamline HCD's tenant screening and verification processes, reducing administrative burdens while maintaining compliance with HUD regulations, the Fair Credit Reporting Act (FCRA), and federal, state and local applicable laws. The City seeks a solution that integrates with existing systems, provides timely and reliable data, and offers top-tier customer support. This partnership will help HCD to ensure that its tenant screening and verification processes are conducted with the highest standards of professionalism and security.

Vendors with proven experience in providing similar services to public housing authorities or other government agencies are encouraged to submit proposals. The City Housing and Community Development Department (HCD) is committed to selecting a vendor that can deliver high-quality services at competitive pricing, with a focus on reliability, data security, and legal compliance.

B.2. Background

The City of Tucson Housing and Community Development Department administers housing assistance programs that serve a diverse population of low-income families, individuals, and vulnerable groups within our community. As part of our mission to provide safe, affordable housing, the City must ensure that potential tenants meet all program eligibility requirements, which includes verifying background history, eviction records, employment and income status. This process is crucial for maintaining the integrity of our housing programs and ensuring compliance with HUD regulations.

Historically, conducting background checks, eviction history, and income verification has been time-consuming and resource-intensive. HCD currently manages **1,505 housing units and 5,820 vouchers**, requiring significant effort to process tenant applications efficiently while maintaining accuracy and legal compliance. With the ever-growing demand for housing assistance and increasing regulatory requirements, the need for a streamlined, reliable, and secure solution has become paramount.

This project is designed to tackle those challenges by providing HCD with a user-friendly platform for conducting online background and eviction checks, along with Work Number services to verify employment and income. A solution that integrates seamlessly with current housing software (Emphasys Elite) or similar housing software systems, automates data gathering, and provides fast, accurate reporting to enhance efficiency. Ultimately, the project will assist HCD to reduce administrative workload, improve turnaround times, and ensure that only qualified applicants receive assistance.

Axia Cooperative

Axia Coop LLC (“Axia Cooperative” or “Axia”) is a national public sector cooperative purchasing organization. Axia works with respected leaders from the public procurement community to offer a growing portfolio of master agreements that leverage national volume to deliver savings, efficiency, and innovation for non-federal public sector agencies. Each agreement is publicly solicited by a lead agency utilizing the strictest of procurement standards. The resulting awards address the dynamic needs of today’s evolving market while providing both value and cutting-edge solutions. For more information about the contracting process, please visit axiacoop.org/contracting-process.

The City of Tucson has entered into an agreement with Axia Cooperative to facilitate the Request For Proposals (RFP) and act as the primary contracting authority for the term of the resulting contract(s). Resulting contract(s) is/are made available to other public agencies nationally for “piggybacking” through the Axia Cooperative purchasing program and authorized by various joint powers authority statutes, rules and regulations within each state and local jurisdiction.

While Axia Cooperative makes no guarantees as to exact quantities and/or purchase volume made by Participating Agencies, the estimated annual volume for purchases made nationwide through this contract category is \$10,000,000. Please see **Attachment E** for more information regarding the Axia Cooperative purchasing program.

B.3. Contact Information

Project Contact:

Isaiah Norris

community services Administrator

Email: isaiah.norris@tucsonaz.gov

Phone: (520) 591-4013

Procurement Contact:

Casey Adams

Principal Contract Officer

Email: casey.adams@tucsonaz.gov

Phone: (520) 837-4128

Department:

Housing and Community Development

C. SCOPE OF WORK

C.1. Category I: Online Background and Eviction Check Services

To provide a secure, efficient, and user-friendly online platform for conducting background and eviction checks on potential and current tenants, ensuring compliance with HUD guidelines and the Fair Credit Reporting Act (FCRA).

Deliverables:

A. Background Checks:

1. Comprehensive criminal background checks, including searches of local, state, and national databases.
2. Include searches of sex offender registries and other relevant legal databases.
3. Real-time updates to records to ensure the latest information is available for tenant screening.
4. Customizable filters to meet specific PHA requirements, such as flagging certain types of offenses that impact eligibility.

B. Eviction History:

1. Access to a national eviction database, providing full eviction records and legal history.
2. Historical data covering at least the past 10 years to ensure comprehensive tenant screening.
3. Ability to cross-reference eviction records with rental payment histories when available.

C. User Interface:

1. A user-friendly platform that allows for easy navigation by PHA staff with minimal training.
2. Real-time or near-real-time access to results, with automated notifications for staff when reports are ready.
3. Secure login with role-based access controls to limit sensitive data access to authorized personnel only.

D. Reporting:

1. Generate detailed, easy-to-read reports for each background and eviction check, highlighting any issues that may affect tenant eligibility.
2. Ability to create customized reports based on PHA-defined criteria (e.g., criminal offense types, eviction histories).
3. Provide downloadable reports in various formats (PDF, CSV) for internal review and record-keeping.

E. Security and Compliance:

1. Ensure compliance with FCRA, HUD regulations, and all applicable local, state, and federal laws regarding tenant screening.

2. Data must be encrypted both in transit and at rest, and the platform should offer advanced security features such as two-factor authentication (2FA).
3. Adhere to the PHA's data retention policies, securely storing or disposing of tenant screening information as needed.

F. Vendor Support and Training

1. Training: Provide comprehensive training sessions for PHA staff, including initial onboarding, role-specific training, and ongoing education on any new features or updates.
2. Support: Offer 24/7 customer support with options for live chat, phone, and email assistance to resolve any technical or operational issues.
3. Documentation: Provide detailed user manuals, FAQs, and video tutorials for staff to reference, ensuring smooth operation and minimizing downtime.

C.2. Vendor Support and Training

To ensure that PHA staff are fully equipped to use the platform effectively and can access support when needed.

Deliverables:

- A. Training: Provide comprehensive training sessions for PHA staff, including initial onboarding, role-specific training, and ongoing education on any new features or updates.
- B. Support: Offer 24/7 customer support with options for live chat, phone, and email assistance to resolve any technical or operational issues.
- C. Documentation: Provide detailed user manuals, FAQs, and video tutorials for staff to reference, ensuring smooth operation and minimizing downtime.

C.3. Data Accuracy and Quality Control

To ensure that the data provided is accurate, up-to-date, and reliable, and that a mechanism exists for disputing inaccuracies.

Deliverables:

- A. Data Validation: Vendor must verify the accuracy of background and eviction data by employing multiple sources to cross-check information.
- B. Error Resolution: Implement a dispute resolution process where tenants can challenge incorrect data, with the vendor responsible for investigating and correcting errors.
- C. Data Updates: Ensure frequent updates to criminal and eviction databases, with mechanisms in place for notifying the PHA if any significant changes occur.

C.4. Scalability

Goal:

To ensure the platform can handle current and future demand, including the ability to process a high volume of background checks and eviction records efficiently.

Deliverables:

- A. Capacity: The system should be able to handle multiple simultaneous background checks without performance degradation, accommodating both current PHA volume and potential future growth.
- B. Expansion: Vendor should outline how the platform can scale to accommodate more units or users as the PHA grows or changes

C.5. Category 2: Employment and Income Verification (Work Number Services)

To provide HCD with access to a comprehensive employment and income verification service, enabling staff to accurately and quickly validate tenant income for initial eligibility and ongoing re-certifications, in compliance with HUD regulations.

Deliverables:

A. Employment Verification:

- 1. Provide access to The Work Number or a similar service that enables instant verification of employment records.
- 2. Include historical employment data, showing current and past employers, start and end dates, and employment status.
- 3. Verify tenant income by pulling recent pay stubs, salary records, and other income documentation directly from employers.

B. Income Data:

- 1. Provide accurate and up-to-date income information, including gross and net income, hourly wages, and salary breakdowns.
- 2. Include the ability to verify additional forms of income, such as bonuses, commissions, and overtime, when applicable.
- 3. Ensure data can be used for income certification, recertification, and rent calculation in accordance with HUD guidelines.

C. Batch Processing:

- 1. Allow for batch verification of employment and income for multiple tenants at once, streamlining large-scale recertifications or initial screenings.
- 2. Automate the process for bulk verifications, reducing manual effort and ensuring consistent and timely processing.

D. User Interface:

- 1. A secure, easy-to-use interface that allows staff to access employment and income data quickly and efficiently.
- 2. Include advanced search and filtering capabilities to quickly locate specific tenant records.
- 3. Allow role-based access, limiting data visibility to authorized staff members who require the information for their job functions.

E. Reporting:

1. Provide detailed, customizable reports on employment and income verification results, including any discrepancies or issues identified.
2. Ability to export data into multiple formats (Excel, CSV, PDF) for use in tenant files, compliance checks, and audits.

F. Compliance:

1. Ensure the service is fully compliant with HUD income verification regulations, as well as any other relevant federal, state, or local laws.
2. Data privacy protections must comply with applicable laws such as the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA).

G. Security:

1. Employ the highest standards of data security, ensuring that sensitive tenant employment and income information is protected with encryption, secure access protocols, and continuous monitoring for potential breaches.
2. Maintain audit trails for all verification requests and results to ensure transparency and compliance with City, State and HUD federal regulations.

C.6. Vendor Support and Training

To ensure that staff are fully equipped to use the platform effectively and can access support when needed.

Deliverables:

- A. **Training:** Provide comprehensive training sessions for staff, including initial onboarding, role-specific training, and ongoing education on any new features or updates.
- B. **Support:** Offer 24/7 customer support with options for live chat, phone, and email assistance to resolve any technical or operational issues.
- C. **Documentation:** Provide detailed user manuals, FAQs, and video tutorials for staff to reference, ensuring smooth operation and minimizing downtime.

C.7. Data Accuracy and Quality Control

To ensure that the data provided is accurate, up-to-date, and reliable, and that a mechanism exists for disputing inaccuracies.

Deliverables:

- A. **Data Validation:** Vendor must verify the accuracy of background and eviction data by employing multiple sources to cross-check information.
- B. **Error Resolution:** Implement a dispute resolution process where tenants can challenge incorrect data, with the vendor responsible for investigating and correcting errors.

- C. **Data Updates:** Ensure frequent updates to criminal and eviction databases, with mechanisms in place for notifying the PHA if any significant changes occur.

C.8. Compliance Auditing and Reporting

To provide City HCD with tools for auditing and verifying compliance with HUD regulations and internal policies.

Deliverables:

- A. **Audit Trail:** Vendor should provide an audit trail of all employment and income verification requests, including timestamped records of access and usage.
- B. **Compliance Reports:** Regular compliance reports should be generated to verify that all income verifications are conducted according to HUD guidelines.
- C. **Automated Notifications:** The system should flag any non-compliant income data or discrepancies, with notifications sent to PHA staff for further review.

C.9. Turnaround Time

To minimize delays in employment and income verification, ensuring quick and efficient tenant eligibility determinations.

Deliverables:

- A. **Fast Processing:** Vendor must provide clear timelines for how long employment and income verifications will take, ideally offering real-time or near-instant results.
- B. **SLA (Service-Level Agreement):** Include specific service-level agreements (SLAs) on maximum allowable turnaround times for employment verification (e.g., responses must be received within 24 hours).

C.10. Vendor Accountability and Performance Metrics

To ensure that the vendor is held accountable for the performance and reliability of their services through regular assessments and reporting.

Deliverables:

- A. **Performance Monitoring:** Vendor should provide regular reports detailing the platform's performance, uptime, and error rates.
- B. **KPIs:** Define key performance indicators (KPIs), such as verification turnaround times, system downtime, and customer support response times, with penalties or bonuses tied to performance.
- C. **Quarterly Review:** Conduct quarterly performance reviews with the vendor to assess the overall effectiveness of the services, discuss issues, and implement any needed improvements.

C.11. Cost Management and Transparency

To provide the City with transparent and flexible pricing options, minimizing unexpected costs while ensuring long-term budget management.

Deliverables:

- A. **Pricing Transparency:** Vendor must provide a clear, itemized pricing structure for each service (e.g., per-check fees, subscription costs), with explanations of any potential additional fees.
- B. **Volume Discounts:** Offer pricing discounts based on volume, allowing the PHA to benefit from bulk services such as large batches of employment or background checks.
- C. **Budget Management Tools:** Provide tools or reports that help the PHA track service usage and associated costs over time to ensure budgetary control.

D. INSTRUCTIONS TO OFFERORS

D.1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

For purposes of this solicitation and any subsequent contract, the following terms have the meanings set forth below:

City: The City of Tucson, Arizona

Contract: The legal agreement(s) executed between City and the Successful Offeror(s). The Contract will be deemed to include all the conditions and requirements set forth in this solicitation and any Addenda to the solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Offer submitted by Offeror as finally negotiated and accepted by the City.

Contractor/Consultant: A Successful Offeror that enters into a Contract with the City.

Contract Representative: The City employee or employees who have been designated to act as the City contact for this solicitation process and who are responsible for monitoring and overseeing the Contractor's performance under the Contract.

Business Services Director: The contracting authority for the City, authorized to sign contracts and addenda thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

May not: The indicated party is prohibited from taking the action.

Must: The action or condition is required.

Offer: Any proposal, statement of qualifications, bid, or other submission provided by an Offeror in response to this Solicitation.

Offeror: Each individual or entity that submits an Offer in response to this solicitation.

Successful Offeror: An Offeror who received a Notice of Award or a Notice of Intent to Award from the City.

Will: The indicated party is promising to take the action or abide by the condition.

D.2. PRE-SUBMITTAL MEETING

A Pre-Submittal Meeting will be held at the date and time stated on the cover page of this solicitation, if such a date and time is provided. Attendance at this meeting is not mandatory, but written minutes and/or notes regarding the meeting will NOT be provided, so attendance is encouraged. The purpose of this meeting will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the City's position.

D.3. INQUIRIES

Any questions about this solicitation or the proposed Contract must be presented at the Pre-Submittal Meeting, if there is one (see above), or submitted in writing, via email, or through the online bidding system, to the Contract Officer by the Question Submission Deadline. The email must refer to the solicitation number and the paragraph number of the provision that the question concerns. The Contract

Officer may respond by email or may, if they deem it appropriate, address the question in a solicitation addendum or response through the question and answer portal in the online bidding system. Offeror may not rely on oral interpretations or clarifications about the solicitation; only questions answered in an email by the Contract Officer, posted through the online bidding system, or posted as a formal solicitation addendum will be binding.

D.4. ADDENDUM OF SOLICITATION

Solicitation Addenda will be posted on the City's link to the online bidding website. Offeror is responsible for checking the webpage regularly for new solicitation addenda and must acknowledge each addendum to this solicitation in its submittal. Please note that vendors who have registered with the Business Services Department at <https://procurement.opengov.com/portal/tucson-az> and follow the City of Tucson will receive email notifications of solicitation addenda.

D.5. UNDERSTANDING SCOPE OF WORK

Before submitting an Offer to this solicitation, Offeror must familiarize itself with the Scope of Work, laws, regulations, physical conditions, and other factors affecting the obligations – including the expense and difficulty of fulfilling those obligations – that Offeror will have under the Contract if awarded to Offeror. No adjustment to the financial or other terms of the Contract will be justified by Offeror's failure to fully understand or appreciate the Contract requirements or other factors affecting Contract performance.

D.6. PREPARATION OF OFFER

- A. Form and Organization. If Offer forms are included in this Solicitation, Offeror's Submittal must be on those forms. Supporting documentation must be arranged in a manner that follows and clearly refers to corresponding sections of the solicitation. Offeror may copy the submittal forms in order to complete them electronically but may not alter or rearrange them or change any paragraph designations.
- B. Confidential Information. Any information in its submittal that Offeror wishes to be treated as confidential must be clearly marked "CONFIDENTIAL."
- C. Offer Contents. Offeror's submittal must contain responses to all sections of this solicitation, any Offer forms provided must be completed and any requested supporting documentation must be attached.
- D. Signatures. Offeror must include in their submittal signed copies of the Offer and Acceptance page. Any cover letter accompanying the proposal documents must be signed. Offeror must initial each erasure, interlineation or other modification in the submittal. The person signing and initialing on behalf of Offeror must be a person authorized to legally bind Offeror.
- E. Prices. Where a unit price is provided it will govern over any erroneous extension of the price.
- F. Time Periods. Periods of time, stated as a number of days, will be calendar days unless specifically stated otherwise.
- G. Accuracy. Mistakes in preparation of its submittal confers on Offeror no right to modify or withdraw its submittal after the Submittal Deadline.

- H. Cost of Preparation. The City will not reimburse Offeror for the cost of developing, presenting, submitting or providing any response to this solicitation.
- I. Subcontractors. Offeror must, in their submittal, list any subcontractors that it will utilize in the performance of the Contract if they are awarded the Contract and must describe their qualifications in detail.
- J. Incomplete Information. Failure to include all requested information may have a negative impact on the evaluation of Offeror's submittal.

D.7. PAYMENT DISCOUNTS

Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.

D.8. TAXES

The City is exempt from federal excise tax, including the federal transportation tax, but is not exempt from any other taxes, including state and local sales and excise taxes.

D.9. EXCEPTIONS TO CONTRACT PROVISIONS

By submitting an offer in response to this solicitation, Offeror is offering to enter into the Contract with the City. If Offeror wishes to modify any Contract terms and conditions, Offeror must, in its Offer, clearly identify the changes it is requesting. No requested modification will be deemed accepted by the City unless and until the City's Business Services Director or their designee expressly accepts it in writing.

D.10. PUBLIC RECORD

Any documents submitted by Offeror in response to this solicitation will become the property of the City. Except as set forth below with respect to Confidential Information, the Submittal will be deemed to be a public record available for review by the public after the award notification.

D.11. CONFIDENTIAL INFORMATION

The City is obligated to abide by the Arizona Public Records Law, A.R.S. §§ 39-101 through 39-161. If Offeror believes that any portion of its Offer, specification, protest or correspondence contains information that is confidential and subject to being withheld from disclosure in the event that the City receives a public records request to which the record is responsive, Offeror must, when the record is submitted, provide the Contract Officer written notification of that fact. The records or portions of records that Offeror wishes to be treated as confidential must also be clearly marked "CONFIDENTIAL" on their face. Pricing will not be treated as confidential.

If the City, after award notification, receives a public-records request the scope of which includes a document submitted by Offeror and marked "CONFIDENTIAL", the Contract Officer will make a written determination regarding whether the document will be provided to the requestor. If the Contract Officer determines that the document should be released, City will notify Offeror in writing. Unless Offeror, within 10 days after the date of that notice, obtains and provides to City an order from a court of competent jurisdiction prohibiting the City from releasing the documents, the City may release the documents without any liability to Offeror.

D.12. WHEN AND HOW TO SUBMIT OFFERS

In order to be considered, Offeror must, no later than the Offer Submittal Deadline, submit its Offer electronically through the City's online bidding system: <https://procurement.opengov.com/portal/tucson-az>

NOTE: THE ENTIRE OFFER MUST BE IN "SUBMITTED" STATUS IN THE CITY'S ONLINE BIDDING SYSTEM IN ORDER TO BE CONSIDERED. RESPONSES THAT HAVE BEEN CREATED IN THE SYSTEM, BUT THAT ARE NOT IN "SUBMITTED" STATUS BY THE OFFER SUBMITTAL DEADLINE WILL NOT BE CONSIDERED.

D.13. CERTIFICATION OF NONCOLLUSION; CONFLICTS OF INTEREST

Offeror will not communicate, orally or in writing, with any member of the Mayor and Council, or with any City staff outside the Procurement Division of the Business Services Department, regarding this Solicitation. By submitting an Offer, Offeror warrants that:

- A. Preparation and submission of the submittal did not involve collusion or other anti-competitive practices.
- B. Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with this solicitation.
- C. No person has been employed or retained to solicit or secure a Contract under this solicitation upon a promise of a commission, percentage, brokerage, or contingent fee.
- D. No employee of the City involved in this Solicitation process, or any family member of such an employee, has any substantial financial interest in Offeror's firm. No member of the City of Tucson Mayor and Council who has, or whose family member has, any substantial financial interest in Offeror's firm will participate in any action taken by the Mayor and Council with respect to this Contract. The terms "relative" and "substantial interest" have the meanings assigned in A.R.S. § 38-502

The City may disqualify Offeror from further participation in the solicitation process if the City determines that any City employee or official involved in this Solicitation process has an actual or apparent conflict of interest or if Offeror has engaged in any collusion or anti-competitive practices.

D.14. WITHDRAWAL OF OFFER; BINDING OFFER

By submitting an Offer in response to this Solicitation, Offeror is offering to enter into the Contract with the City. Offeror may withdraw a submitted Offer at any time prior to the Offer Submittal Deadline. Telephonic or oral withdrawals are not effective.

Offeror cannot withdraw an Offer that is in "submitted" status as of the Offer Submittal Deadline unless the Director of the Business Services Department consents in writing to the withdrawal. The Offer will be irrevocable for 90 days after the Offer Submittal Deadline.

D.15. DISCUSSIONS

The City may, at its discretion, conduct discussions with Offeror for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in Offeror's submittal in order to clarify the offer and assure full understanding of, and responsiveness to, solicitation requirements.

D.16. VENDOR REGISTRATION; BUSINESS LICENSE

In order to be eligible for award of a Contract, Offeror must:

- A. Register with the City's Business Services Department. Registration can be completed at <https://procurement.opengov.com/portal/tucson-az>
- B. Obtain a City of Tucson Business License or a written determination from the City's Business License Section that a license is not required. For questions contact the City's Business License Section at (520) 791-4566 or email at license@tucsonaz.gov

E. OFFER EVALUATION AND CONTRACT AWARD

E.1. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Qualifications & Experience
- B. Method of Approach
- C. Price Proposal

E.2. INTERVIEWS

The City may interview some or all of the offerors at any point during the evaluation process. If interviews are conducted, information provided during the interview process will be taken into consideration in the evaluation process. The City will not reimburse the Offeror for any costs Offeror incurs during its participation in the interview process.

E.3. ADDITIONAL INVESTIGATIONS

The City may undertake any additional investigations it deems appropriate to evaluate the competence and financial stability of any offeror.

E.4. OTHER INFORMATION

Information that evaluation committee members have about an offeror beyond what is provided in the offeror's Offer may be taken into consideration during the evaluation process.

E.5. PRICE

- A. **Tax Offset Policy.** If applicable under Section 28-18(6) or Section 28-17(7)(d) of the Tucson Procurement Code, the City will include the amount of all business privilege taxes other than the City's in evaluating the pricing component of each Offer.
- B. **Payment Discounts.** Any discounts offered by Offeror for payments made within 21 calendar days or more will be deducted from the proposed price in evaluating an offeror's pricing. However, the City may take advantage of any early- or timely-payment discounts offered by a vendor. Any proposed payment discount will apply to all purchases and to all payment methods

E.6. CITY'S RIGHT TO WAIVE DEFECTS OR REJECT OFFERS

Notwithstanding any other provision of this solicitation, the City may:

- A. Waive any immaterial defect or informality; or
- B. Reject any or all submittals, or portions thereof; or
- C. Reissue the solicitation.

E.7. CONTRACT NEGOTIATIONS

At the City's discretion, it may negotiate with one or more responsible offerors to agree upon the final conditions, terms and price of the Contract. In doing so, the City will treat offerors fairly and will not disclose to any offeror information from responses submitted by other offerors. Exclusive or concurrent negotiations do not constitute a contract award and do not confer any rights to the offerors participating in such negotiations. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into concurrent or exclusive negotiations with the next most qualified firm(s).

E.8. AWARD OF CONTRACT

A Contract is created when, and only when, it is formally awarded, which occurs when the Business Services Director and the City Attorney sign the Offer and Acceptance page of the Successful Offeror's submittal. When a Contract is awarded, the City will send the Contractor a Notice of Award.

The City may first issue a Notice of Intent to Award to the Successful Offeror(s). Offeror, if it receives a Notice of Intent to Award from the City, must sign and file with the City, within ten (10) days after receipt of the Notice, all documents necessary for execution of the Contract. A Notice of Intent to Award does not create a contract. Only a subsequent formal award, as described above, creates a Contract.

E.9. MULTIPLE AWARDS

The City, at its sole discretion, may award multiple Contracts.

E.10. SUBMITTAL RESULTS

After the City issues a Notice of Award, the City will post the name(s) of the Successful Offeror(s) on the Business Services Department's Internet site at <https://procurement.opengov.com/portalucson-az/contracts>

E.11. PROTESTS

Any interested party, may, in accordance with Article IX of the Tucson Procurement Code, protest either this solicitation or the award of a Contract under this solicitation. A protest based on alleged improprieties in this solicitation must be filed no later than five (5) working days before the Proposal Submittal Deadline. A protest of a proposed or actual award must be filed no later than ten (10) calendar days after the City issues a Notice of Intent to Award or, if no Notice of Intent to Award is issued, after the City issues a Notice of Award.

A protest must be made in writing and filed with the Contract Officer. It must include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. The solicitation or Contract number;
- D. A detailed statement of the legal and factual grounds for the protest along with copies of all relevant documents; and

CITY OF TUCSON
BUSINESS SERVICES DEPARTMENT
SHARED SERVICES PROCUREMENT DIVISION
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSALS NO. 250053
Page **19** of **47**
RESPONSIBLE CONTRACT OFFICER: Casey Adams
PH: (520) 837-4128

E. The form of relief requested.

F. EVALUATION PHASES

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	Qualifications & Experience A. Provide a summary of your company's experience providing background checks, eviction checks, and Work Number services. 1. How many years of experience does your company have in this field? 2. What is your experience working with public housing authorities or other government agencies? B. Provide references from at least three clients, ideally PHAs or similar government agencies, for whom you've provided similar services. 1. What services were provided, and what were the key outcomes? 2. What challenges did you encounter in these projects, and how did you address them? C. Describe your team's qualifications and expertise. 1. Who will be responsible for overseeing this project, and what is their experience with similar projects? 2. What relevant certifications, technical skills, or training do your team members possess? D. Have you worked with public housing authorities on compliance with HUD regulations? 1. Please provide examples of how you've supported clients in maintaining compliance with HUD and other relevant regulatory bodies. 2. How do you stay up-to-date on HUD guidelines, the Fair Credit Reporting Act (FCRA), and other laws? E. Describe any awards, certifications, or industry	N/A	N/A
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	recognition your company has received. 1. Are there any relevant accolades or certifications that demonstrate your company's expertise or industry leadership? F. Can you provide a case study of a successful implementation of your services for a public housing authority or similar agency? 1. What were the challenges, your approach, and the results? 2. How did the client benefit from your services, and what long-term improvements were achieved? G. Describe any additional services or value-added benefits your company offers that could enhance the project. 1. Are there other features or services you provide that could bring added value to the PHA's operations (e.g., training, custom reporting, ongoing consultation)? H. What is your company's history with large-scale public housing or government projects, and what challenges did you encounter in those projects? 1. How have you overcome similar challenges to those the PHA might face? I. How do you ensure that your staff stays up-to-date with the latest industry standards, laws, and technological advancements? 1. Do you provide regular training or certifications for your team? J. How does your company ensure diversity and inclusion in your workforce and management of client projects?		
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	1. Are there any programs or initiatives in place to promote diversity within your team? K. What is your process for managing multiple clients at once, and how do you ensure that the PHA will receive the necessary attention and resources? 1. How do you prioritize clients if multiple projects require urgent attention? L. What steps do you take to ensure the longevity and sustainability of your company and services? 1. How do you ensure financial stability, business continuity, and long-term service availability? M. Can you provide examples of how you've adapted your services to meet the unique needs of a client's local or regional housing regulations? 1. Have you had to adjust your approach for different jurisdictions or housing authorities? N. Describe a situation where a project did not go as planned. What were the issues, and how did your company resolve them? 1. What lessons did you learn from this experience, and how have they improved your current service delivery? O. What is your company's approach to client relationship management, and how will you ensure a long-term partnership with the PHA? 1. Do you have a client retention or satisfaction strategy? How do you ensure the PHA will be a priority throughout the contract term? P. How do you measure the success of your projects post-implementation?		
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	1. What metrics or indicators do you use to determine if the project is meeting your client's objectives? How do you track performance over time? Q. Regarding extending this contract nationally to public agencies through the Axia Cooperative purchasing program: 1. Who are your national/corporate points of contact for sales, marketing, contract administration and monthly sales reporting? 2. Detail the scope and structure of your organization nationally, including sales representatives, project managers, etc. 3. Demonstrate your company's ability to meet the evolving needs of public sector customers of varying sizes and locations.		
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2.	Method of Approach A. Provide a detailed description of your proposed method for delivering the requested services. 1. How will your platform handle background checks, eviction checks, and employment verification? 2. What features or tools make your approach stand out from other vendors? B. Describe your implementation plan and timeline. 1. How do you plan to ensure a smooth onboarding process? 2. What is the estimated timeline for implementing your solution from start to full operation, including training? 3. How will you ensure minimal disruption to the PHA's ongoing operations during this transition? C. What security measures are in place for data protection? 1. How will you ensure the confidentiality and security of sensitive tenant data? 2. What encryption methods, access controls, and audit trails are included in your platform? D. What is your approach to ongoing support and system updates? 1. How do you plan to provide customer support (e.g., hours of availability, response times)? 2. How frequently will the platform be updated, and how will these updates be communicated and implemented? E. How will you ensure the system remains compliant with regulatory changes?	N/A	N/A
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	1. What processes are in place to monitor and implement changes to HUD, FCRA, and other relevant laws? 2. Can you provide examples of how you've managed compliance changes for other clients? F. How will you ensure the platform is scalable? 1. How can your platform accommodate changes in volume or the addition of new features as the PHA's needs evolve? 2. Can you provide examples of scalability in action with other clients? G. What are the key performance indicators (KPIs) that will demonstrate the success of your platform? 1. How will you measure and report on the effectiveness of your services? 2. What benchmarks or metrics will you use to assess ongoing performance and make adjustments if needed? H. How will you handle data migration from our current system to your platform? 1. What is your process for ensuring a smooth transition with minimal data loss or disruption? I. Describe your approach to risk management during the implementation phase. 1. How will you mitigate risks such as delays, technical difficulties, or non-compliance with PHA requirements? J. Can you provide a detailed plan for how tenant data will be securely transferred, stored, and backed up? 1. What data backup procedures are in place, and		
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	how often will data backups occur? K. What is your process for handling service interruptions or outages? 1. What contingency plans are in place to minimize service disruption? What are your average recovery times? L. What measures do you have in place to ensure the scalability of your platform as our needs evolve? 1. If the PHA's housing portfolio grows, how will the system accommodate the increased load without affecting performance? M. How will you ensure cross-departmental collaboration within the PHA during the implementation and ongoing operation? 1. Will there be regular check-ins with various PHA departments (e.g., IT, finance, legal) to ensure all needs are met? N. How will you handle continuous user training and system updates? 1. Will there be regular or on-demand training for new staff? How will you communicate and implement platform updates without disrupting PHA operations? O. How will you incorporate innovation and emerging technologies into your platform? 1. Do you have a process for integrating new technological advancements (e.g., AI-driven analytics or machine learning) that could benefit the PHA in the future? P. What communication channels will be in place during the project, and how will you		
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	ensure open, effective communication? 1. Will you provide a dedicated project manager? How will issues be escalated and resolved? Q. Detail the related scope of products and services that your company offers. 1. If these are to be made available to other public agencies through the resulting contract via the Axia Cooperative purchasing program, please detail a pricing model for each, accounting for participating agencies' various sizes and locations. R. Detail any value-added services and programs that may complement the comprehensive offering. Such offerings may include (but are not necessarily limited to): 1. Small business partnership programs, such as local fulfillment and/or service partners 2. Training & Education 3. Consulting services 4. Green / Sustainable programs, such as recycling programs, company policies, product certifications, staff and/or company certifications, sustainable distribution practices, etc. 5. Rebate/incentive programs 6. Other services 7. Include details as to how these proposed services/programs would be rolled out to the City of Tucson and other participating agencies through the Axia Cooperative purchasing program. S. Demonstrate your company's ability to meet the evolving needs of public sector		
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	customers of varying sizes and locations. T. Demonstrate your commitment to leverage the Axia Cooperative purchasing program to make the resulting contract available to public agencies across the country. Include details about your firm's ability to: 1. Market the agreement to public agencies nationally 2. Educate your firm's sales staff about the cooperative purchasing program 3. Connect with customer decision makers 4. Partner with the Axia Cooperative team for business development 5. Track sales and report back to Axia Cooperative U. Describe your customer issue resolution process. 1. Include details of various problems that may arise, such as invoicing disputes. 2. Also detail customer service escalation procedures.		
3.	Price Proposal Provide pricing as requested on the Price Page herein and include an additional separate cost proposal for any additional fees.	N/A	N/A

G. PRICING

GROUP 1- EMPLOYMENT VERIFICATION

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	IRS Income Verification search fee	1	ea		
2	Work Verification search fee	1	ea		
4	Set Up Fee	1	ea		
5	Annual Fee (estimated at 18,000 transactions per year)	18,000	yr		
TOTAL					

GROUP 2 - BACKGROUND CHECK

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Rental Eviction search fee	1	ea		
2	Criminal background search fee	1	ea		
3	Set up Fee	1	ea		
4	Annual Fee (estimated at 18,000 transactions per year)	18,000	yr		
TOTAL					

H. SPECIAL TERMS AND CONDITIONS

H.1. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds are not presently available for performance under this Contract. The City's obligation for performance of this Contract is contingent upon the availability of funds from which payment for Contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this Contract until funds are made available for performance of this Contract.

H.2. COOPERATIVE PURCHASING

Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have registered with Axia Cooperative or entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.mesaaz.gov/home/showdocument?id=23638> for a listing of participating agencies. The parties agree that these lists are subject to change. Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others. The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

H.3. PRICE ADJUSTMENT

At least 90 days before the date that the Contract is eligible for extension, Contractor may submit to the Contract Officer a request for price adjustments based on documented increased Contractor costs and the City may, at its discretion, make price adjustments, which will apply during the extension term.

H.4. HUD CLAUSE

Any contract awarded pursuant to this solicitation will contain the HUD Terms and Conditions listed in the corresponding attachment titled, 5369-B.

H.5. TERM AND RENEWAL

The term of the Contract will commence when awarded to Contractor and remain in effect for a period of 1 year year, unless terminated, canceled or extended as otherwise provided herein. The City may, at its sole option, extend the Contract's term for up to four (4) additional one-year periods or portions thereof.

I. INSURANCE REQUIREMENTS

I.1. Required Insurance Policies

Contractor will obtain and maintain during the entire term of this Contract and for 2 years after the Contract term ends, the following insurance coverage from insurers that have an "A.M. Best" rating of not less than A-VII:

I.2. Commercial General Liability

Policy must include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability with coverage limits no lower than:

- A. Each Occurrence: \$1,000,000
- B. General Aggregate: \$2,000,000
- C. Products & Completed Operations Aggregate: \$2,000,000
- D. Personal and Advertising Injury: \$1,000,000
- E. Blanket Contractual Liability: \$1,000,000

I.3. Commercial Automobile Liability

Policy must include bodily injury and property damage, for any owned, hired, and/or non-owned vehicles used in performance of work under this Contract, with a Combined Single Limit no lower than \$1,000,000.

I.4. Worker's Compensation

Policy must have coverage limits no lower than:

- A. Per Occurrence: Statutory
- B. Employer's Liability: \$1,000,000
- C. Disease Each Employee: \$1,000,000
- D. Disease Policy Limit: \$1,000,000
- E. [If Contractor is a Sole Proprietor, include this waiver provision under A.R.S. § 23-961(M). To determine whether the Contractor is a Sole Proprietor, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.] I am a sole proprietor, and I am doing business as [name of sole proprietor business]. I am performing work as an independent contractor for the City of Tucson. I am not the employee of the City of Tucson for workers' compensation purposes, and, therefore, I am not entitled to workers' compensation benefits from the City. I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

I.5. Professional Liability - Technology Errors & Omissions

Policy must have coverage limits no lower than:

- A. Each Claim: \$1,000,000
- B. General Aggregate: \$2,000,000

I.6. Network Security (Cyber) and Privacy Liability

Policy must have coverage limits no lower than:

- A. Each Claim: \$1,000,000
- B. Annual Aggregate: \$2,000,000

Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include loss of use, breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

I.7. Policy Change Notice

Contractor will give the City 30 days advance written notice before any of the above policies are changed in any manner that is inconsistent with the requirements of this Contract. The notice must be sent directly to the Procurement Division of the Business Services Department.

I.8. Additional Insured

The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable will include the City as an additional insured with respect to liability arising out of the performance of this contract. The City must be covered to the full policy limits, even if those limits of liability are in excess of those required by this Contract. The coverage must be primary and any insurance carried by City is excess and not contributing.

I.9. Claims-Made Coverage

If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

I.10. Additional Requirements

Each insurance policy required by this Contract, excluding Professional Liability (Errors & Omissions), must include or be endorsed to include to provide the following:

- A. A waiver of subrogation endorsement in favor of the City, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).
- B. The policy is primary and any insurance carried by the City is excess and not contributing.
- C. The coverage provided by the policy is not limited to the liability assumed under the indemnification provisions of this Contract.
- D. The insurer will provide written notice to the City at least ten (10) calendar days before the policy is terminated or cancelled or the coverage is reduced.

I.11. Verification of Coverage

- A. Contractor will give the City certificates of insurance (ACORD form or equivalent approved by the City), signed by an authorized representative of the insurer, showing that the Contractor has all the insurance required by this Contract.
- B. Contractor must deliver the certificates directly to the Procurement Division of the City's Business Services Department before the Contractor commences work under this Contract.
- C. The certificates must contain the City project/contract number and project description.
- D. The City reserves the right to require complete copies of all insurance policies required by this Contract at any time.

I.12. Subcontractors

Contractors' insurance certificate(s) must include all subcontractors as insureds under its policies or Contractor must give the City separate certificates and endorsements for each subcontractor showing that each subcontractor has the insurance coverage described above.

I.13. Public Entities

If Contractor or any sub-contractor is a public entity that self-insures as permitted by law, **then** the insurance requirements in this Section 8 will not apply to that entity and that entity must instead provide a Certificate of Self- Insurance.

I.14. Sufficiency of Coverage

The City in no way warrants that the required minimum insurer rating in this Contract is sufficient to protect the Contractor from potential insurer insolvency, nor that the required liability limits are sufficient to protect Contractor.

J. STANDARD TERMS AND CONDITIONS

J.1. ADVERTISING

Contractor will not advertise or publish information concerning this Contract without prior written consent of the City's Business Services Director.

J.2. COMPLIANCE WITH LAWS

The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders including, without limitation, the following:

- A. Americans with Disabilities Act. Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 -- 12213) and applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36.
- B. Workers' Rights Laws. Contractor will comply with all applicable provisions of Federal and State Child Labor and Workers' Rights laws and agrees if called upon to affirm in writing that they and any subcontractors working under this Contract are in compliance.
- C. Affirmative Action. Contractor will comply with Chapter 28, Article XII of the Tucson City Code Chapter 28.

J.3. GOVERNING LAW AND VENUE

This Contract is governed by the laws of the State of Arizona and the City and Contractor will have all remedies afforded to each by the Tucson Procurement Code and the laws of the State of Arizona. Any lawsuits regarding this Contract must be brought in a court of competent jurisdiction in Pima County, Arizona.

J.4. ARBITRATION

Notwithstanding any other provision in this Contract, no agreement by the City to arbitrate a dispute is binding unless given expressly and in writing after execution of this Contract. However, if both parties agree, disputes may be resolved through arbitration following the process in A.R.S. § 12-1501, et seq. Contractor must continue to perform under this Contract without interruption, notwithstanding the provisions of this section.

J.5. ASSIGNMENT

Contractor may not assign its rights or obligations under this Contract without the prior written permission of the City's Business Services Director. The City will not unreasonably withhold approval for a requested assignment.

J.6. SUBCONTRACTS

Contractor may not enter into any subcontracts for work under this Contract without the advance written approval of the City's Business Services Director. All subcontracts will incorporate all the terms and

conditions of this Contract. Contractor is responsible for contract compliance and quality of work of any subcontractors used.

J.7. PROTECTION OF CITY PROPERTY

If this Contract requires Contractor to perform any work on City-owned property, Contractor will use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on the property. Contractor will replace or repair any damage caused by Contractor or any employee, agent, or subcontractor of Contractor, at no expense to the City. If Contractor fails or refuses to make such repair or replacement, the City will estimate the cost of repair and, upon receiving an invoice from the City for that estimated cost, Contractor will pay the City the invoiced amount. City may, at its discretion, instead deduct the amount from any payments due Contractor under this or any other City contract.

Contractor will, during the course of its work on City property, keep the work area, including any storage areas used by the Contractor, free from accumulation of waste material or rubbish. Upon completion of the work, Contractor will leave the work area in a clean and neat condition, free of any debris, and will remove any non-City-owned materials or equipment or other personal property that it has caused to be located on the City property.

J.8. COMMENCEMENT OF WORK

Contractor will not commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order or is otherwise directed to do so, in writing, by the City.

J.9. CONFIDENTIALITY OF RECORDS

Contractor will establish and maintain procedures to ensure that no information contained in its records or obtained from the City or from others in carrying out its functions under this Contract is used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform its duties under the Contract, and will take appropriate measures to protect any personal identifying information of any individuals.

J.10. CONTRACT ADDENDA; ADDITIONAL WORK

This Contract may only be amended by a written agreement signed by the parties. The City's Business Services Director or their designee may, on behalf of the City (1) approve and execute any addenda, change orders, or supplemental written agreements; and (2) grant time extensions or contract renewals. Except in the case of a documented emergency, Contractor will not perform any work under this Contract that exceeds the scope of work or contract amount unless a formal addendum or change order has first been approved and executed by the City.

J.11. ENTIRE CONTRACT; INTERPRETATION

This Contract, which includes all the conditions and requirements set forth in the Solicitation and all addenda to the Solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Offer submitted by Contractor as finally negotiated and accepted by the City,

constitutes the entire agreement of the parties regarding the services described in the Scope of Work and will prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

No course of prior dealings between the parties and no usage of the trade will be deemed to supplement or explain any term used in the Contract.

J.12. SEVERABILITY

The provisions of this Contract are severable. If any provision or application of a provision of this Contract is held to be invalid, that will not affect the validity of any other provision or application of a provision that can remain meaningfully effective without the invalidated provision or application.

J.13. DUPLEXED/RECYCLED PAPER

Whenever practicable, all printed materials produced by Contractor in the performance of this Contract will be duplexed (two-sided copies), printed on recycled paper, and labeled as such.

J.14. NON-DISCRIMINATION

Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the term of this Contract, Contractor will not discriminate against any employee, client, or any other individual in any way because of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, and/or marital status.

J.15. DELIVERABLES PROPERTY OF CITY; NO LIENS

All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City and may not be used or released by Contractor except with the City's prior written permission.

All deliverables supplied to the City under this Contract will be free of all liens and encumbrances.

J.16. FEDERAL IMMIGRATION LAWS AND REGULATIONS

Contractor warrants and will require each subcontractor performing work on this Contract to warrant that it will comply with all federal immigration laws and regulations that relate to its employees and with the requirements of A.R.S. § 23-214(A). A breach of this warranty will be deemed a material breach of this Contract that is subject to penalties up to and including termination of this Contract. City may inspect the records of any employee of Contractor or any subcontractor performing work on this Contract to monitor Contractor's and its subcontractors' compliance with this warranty.

J.17. FORCE MAJEURE

Except for payment of sums due, neither party will be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the

party affected and occurs without its fault or negligence. Force Majeure does not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party must notify the other party in writing of the delay as soon as practical, including when the delay commenced and its cause. The notice must make a specific reference to this article to fall within its protection. The delayed party must resume performance as soon as practicable and must notify the other party in writing when it has done so. The parties will modify the Contract to agree upon the period of time by which the excused delay extends any completion dates.

J.18. GRATUITIES

The City may, by written notice to the Contractor, terminate this Contract if it finds that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of the City to influence the award of this Contract or any determinations with respect to the performance of this Contract. In the event this Contract is terminated by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of the gratuity.

J.19. CONFLICTS OF INTEREST

The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, Contractor with respect to the subject matter of this Contract. Termination will be effective when written notice from the City's Business Services Director is received by Contractor, unless the notice specifies a later time.

J.20. INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, will indemnify, defend, and hold harmless the City and its officials, employees, volunteers, and agents, from and against all allegations, demands, proceedings, suits, actions, claims (including but not limited to claims of patent, trademark, or copyright infringement), liability, damages, losses, expenses (including but not limited to attorney fees and court costs, including the cost of appellate proceedings, and all claim-adjusting-and-handling expenses) or disbursements of any kind or nature, that may be asserted against, imposed on, or incurred by any of them, in any way relating to or arising from any actions, errors, mistakes or omissions of Contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable relating to work, services and/or products provided under this Contract.

Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Contractor agrees to waive all rights of subrogation against the City, its agents, officials, employees, and volunteers for losses arising from the work performed by Contractor under this Contract.

J.21. INTELLECTUAL PROPERTY

If manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof ("**Product**") by Contractor in performing its duties under this Contract is determined to constitute infringement and if further manufacture, sale, or use of said Product is enjoined, Contractor will, at its own expense, either procure for the City the right to continue manufacture, sale, or use of that Product, replace it with an alternative non-infringing Product, or modify it so it becomes non-infringing.

If requested by City, Contractor will provide the City with satisfactory evidence of patent licenses or patent releases covering City-specified proprietary materials, equipment, devices or processes.

J.22. INDEPENDENT CONTRACTOR

Neither party is the agent, employee, partner, joint venturer, or associate of the other. No employee or agent of one party will be deemed or construed to be the employee or agent of the other party for any purpose. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

J.23. INSPECTION AND ACCEPTANCE

All materials and services provided to the City under this Contract are subject to final inspection and acceptance by the City. Any materials or services failing to conform to the specifications of this Contract must be promptly replaced or redone at Contractor's cost. Nonconforming goods or services may be deemed a default and result in Contract termination.

J.24. ISRAEL BOYCOTT DIVESTMENT

If this Contract has a value of \$100,000 or more, Contractor certifies that it is not currently engaged in, and will not during the term of this Contract engage in, a boycott of goods or services from Israel as defined in A.R.S. § 35-393.

J.25. LICENSES

Contractor will maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract. Contractor will, at the request of the City at any time during the term of this Contract, give the City a valid copy of its business license or, if it is exempt, a written determination from the City Business License Section that a business license is not required.

J.26. NON-EXCLUSIVE CONTRACT

This Contract is for the sole convenience of the City, which may obtain like goods or services from other sources.

J.27. OVERCHARGES BY ANTITRUST VIOLATIONS

To the extent permitted by law, Contractor hereby assigns to the City any and all claims that Contractor has for overcharges by any subcontractor or supplier of goods or services used by Contractor to fulfill this Contract that relate to antitrust violations.

J.28. PAYMENT

- A. Form of Payment. The City's preferred method of payment is via credit card, either at the time of ordering or based on an invoice delivered with the goods and services. Unless otherwise specified elsewhere in this Contract, the City is permitted to make payments to Contractor using any lawful method of payment, including check/warrant, credit card, or electronic funds transfer.
- B. Invoices. Unless City pays by credit card at time of order or point of sale, Contractor will issue to the City a separate invoice for each shipment of materials or provision of services under this Contract, and City will issue no payment prior to receipt of the goods or services and the related invoice. The invoice may not be dated prior to the receipt of goods or completion of services.
- C. Timing of Payments. The City will make commercially reasonable efforts to process payments due under this Contract within 21 calendar days after receipt of materials or services and a correct invoice.
- D. Payment Discounts. Any early- or timely-payment discounts included in Contractor's Offer will apply to all payments under this Contract. The payment period for purposes of determining whether the discount applies to a particular payment will begin on the date the City receives the materials/service or a correct invoice for the materials/service, whichever is later, and will end on the date City's payment is issued. Unless taxes and transportation-related charges are itemized, the discount will be calculated using the full invoice amount.

J.29. PREVENTION OF HEAT-RELATED ILLNESSES AND INJURIES

If Contractor's employees or contract workers will perform work under this Contract in an outdoor environment, Contractor must have and implement a written plan listing the preventative and proactive measures that Contractor will take to protect those employees and contract workers from heat hazards (the "Heat Safety Plan") while performing that work. The City may request a copy of this Heat Safety Plan and documentation of all heat safety and mitigation efforts currently implemented by Contractor to prevent heat-related illnesses and injuries for work done under this Contract. The Heat Safety Plan must also be posted where it is accessible to employees. At a minimum, the Heat Safety Plan must include each of the following elements as it relates to heat safety:

- A. Availability of sanitized cool drinking water free of charge at locations that are accessible to all employees and contract workers.
- B. Ability to take regular and necessary breaks as needed and additional breaks for hydration.
- C. Access to shaded areas and/or air conditioning.
- D. Access to air conditioning in vehicles with enclosed cabs.

- E. Effective acclimatization practices to promote the physiological adaptation of employees or contract workers newly assigned or reassigned to work in an outside environment.
- F. Training of employees and contract workers, no later than one week prior to being deployed to work in an outdoor environment, on heat illness and injury that focuses on environmental and personal risk factors, prevention, how to recognize and report signs and symptoms of heat illness and injury, how to administer appropriate first aid measures, and how to report heat illness and injury to emergency medical personnel.
- G. The posting of signage at the job site that contains information, in both English and Spanish, explaining how to (a) recognize and report signs and symptoms of heat illness and injury; (b) administer appropriate first aid measures, and (c) report heat-related illness and injury to emergency medical personnel. The signage must also include a phone number for reporting heat violations to OSHA/ADOSH.
- H. Providing written notification to all employees and contract workers regarding their new worker protections under this provision. This notification shall be provided to existing employees and during the onboarding process for new employees. The notification shall be provided to each worker in the language preferred by that worker and must be posted in the workplace.

Contractor will incorporate this section in all subcontracts with subcontractors or other entities or individuals who may perform work under this Contract, including the requirement that those subcontractors impose the same obligations under any sub-subcontractors. It is the obligation of Contractor to ensure compliance with this provision by its subcontractors. City may terminate this Contract for failure to comply with this provision.

J.30. PROVISIONS REQUIRED BY LAW

This Contract will be deemed to include every provision required by law to be included. If through mistake or otherwise any such provision is not included, or is included incorrectly, then upon request by either party the parties will amend the Contract to insert or correct the required provision.

J.31. FINANCIAL RECORDS AND AUDITS

- A. Financial Controls and Accounting Records. Contractor will exercise internal controls over all financial transactions related to this Contract in accordance with sound fiscal policies. Contractor will maintain books, records, documents, and other evidence directly pertinent to the performance this Contract in accordance with generally accepted accounting principles and practices consistently applied, and other local, state or federal regulations.
- B. Retention Period. Contractor will maintain those records, together with related or supporting documents and information, at all times during the term of this Contract and for a period of 3 years after its expiration or termination.
- C. Audits. Upon written notice from City, Contractor will obtain and provide to City a contract-specific or general financial audit. The notice from City will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit results to City. The audit must be performed by a qualified, independent accounting firm and include Contractor's responses, if any, to any audit findings.

- D. Access to Books and Records. The City and its authorized representatives may, with advance written notice to Contractor, during the term of this Contract or thereafter during the above retention period, inspect and audit Contractor's books and records that relate to its operations under this Contract as well as those kept by or under the control of its agents, assigns, successors and subcontractors. The Contractor will, at its expense, make such books and records available for such inspection and audit during normal business hours at Contractor's office, place of business, or other agreed-upon location, or will provide copies by mail or electronically. The City may, as part of its examination, make copies of, or extracts from, all such books and records (in whatever form they may be kept, whether written, electronic, or other).
- E. Result of Audit. If, as a result of such audit, Contractor is liable to the City for the payment of any sum, Contractor will pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid, or the date of any overpayment by City, within 90 days after presentation of City's findings to Contractor. If the audit results in findings of fraud, misrepresentation, or non-performance, Contractor will pay the City's costs of conducting the audit. The City's audit rights will survive the expiration or termination of this Contract.
- F. Subcontractors and Assigns. Contractor will include these requirements in every agreement with any agent, assign, successor, and subcontractor who provides construction, professional design services, or other goods or services under this Contract.

J.32. RIGHT TO ASSURANCE

If a party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of their intent to perform. In the event that a demand is made and no written assurance is given within 5 business days, the demanding party may treat this failure as a default.

J.33. RIGHT TO INSPECT

The City may from time to time during normal business hours, at the City's expense, inspect the Contractor's or any subcontractor's place of business at which work under this Contract is being performed.

J.34. NO WAIVER

No provision in this Contract acts expressly or by implication as a waiver by either party of any existing or future right and/or remedy available at law in the event of any default or breach of contract. If either party fails to insist upon the other's strict performance of any duty or condition under this Contract or fails to exercise or delays in exercising any right or remedy provided in this Contract or by law, or accepts nonconforming materials or services, that party will not be deemed to have waived its right to insist thereafter upon the strict performance of the Contract.

J.35. SUSPENSION OF WORK

The City may order Contractor to suspend, delay, or interrupt all or any part of the work under this Contract for the period of time that the City determines appropriate for the convenience of the City. The order must be in writing and signed by the City's Business Services Director.

J.36. TERMINATION OF CONTRACT

- A. For Convenience. The City may terminate this Contract at any time, with or without cause, with 30 days' advance written notice to Contractor. If the City terminates the Contract, it will be liable only for payment for services rendered and accepted before the effective date of the termination.
- B. For Cause. The City may terminate this Contract if any Contractor representation or warranty is found to have been inaccurate when made or is no longer accurate, or if Contractor fails to carry out or abide by any term or condition of the Contract and fails to remedy the problem within 10 days after receipt of notice of default from the City for monetary defaults, or within 30 days after notice if the default is non-monetary.
- C. Non-Appropriation. Each payment obligation of the City created by this Contract is conditioned upon the availability of funds that are appropriated or allocated for the payment of such obligation. If funds are not appropriated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify Contractor if continued service will or may be affected by non-appropriation. No penalty will accrue to the City in the event this provision is exercised, and the City will not be liable for any future payments due or for any damages resulting from termination under this paragraph.

J.37. TITLE AND RISK OF LOSS

The title and risk of loss of any goods provided under this Contract will not pass to the City until the City actually receives the goods at the point of delivery and thereafter accepts them. No tender of a bill of lading will operate as a delivery of the materials.

J.38. ACCEPTANCE

Mere physical receipt and inspection of goods or services by the City does not alter or affect the obligations of Contractor to provide goods and services that conform to all specifications of this Contract and the City may reject goods or services that are later found to be nonconforming.

J.39. WAGE COMPLIANCE

Contractor shall pay their eligible employees the highest of:

- A. the City of Tucson minimum wage
- B. the State of Arizona minimum wage
- C. if applicable, the Tucson Living Wage

Contractor shall cooperate with all efforts of the City of Tucson's Labor Standards Unit (LSU) to monitor and ensure compliance with applicable labor standards to include, but not be limited to, the following:

- Providing copies of pertinent documentation upon request
- Cooperating with audits and interviews
- Abiding by deadlines and adhering to due dates for determinations and appeals filings

Contractor agrees to educate their employees on the applicable wage(s) that law requires them to minimally be paid.

All timely complaints that are received by the LSU will be evaluated in accordance with the procedures posted on the LSU's webpage: www.tucsonaz.gov/minimumwage

J.40. WRITTEN CERTIFICATION PURSUANT TO A.R.S. §35-394

If Contractor engages in for-profit activities and has at least ten full time employees, Contractor certifies that Contractor does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the contract that it is not in compliance with the written certification, it must notify the City within five business days after becoming aware of the noncompliance. This Contract will be automatically terminated 180 days after the date of the notice unless Contractor has, before the end of that period, notified the City that the noncompliance has been remedied.

K. VENDOR QUESTIONNAIRE

K.1. Discounts

As stated in the Instructions to Offerors. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.

K.2. Cooperative Purchasing Program

☐ Cooperative Purchasing Program

Cooperative Purchasing allows other public agencies to piggyback on the City of Tucson's contracts. Will your firm provide the City of Tucson, as the lead agency on this regional contract, a rebate in the form of a percentage of sales based upon the other agencies sales?

☐ Yes

☐ No

☐ If yes, state percentage.

K.3. City of Tucson Business License

Does your firm have a City of Tucson Business License?

If yes, please provide a copy of your City of Tucson Business license in the next question.

☐ City of Tucson Business License

If yes on the above question please upload your business license.

K.4. Forms to be filled out

Please ensure that all required information is included with your offer.

- A. Technical Proposal
- B. Pricing Proposal
- C. Federal Funds Certification (Attachment E, Exhibit C)
- D. State of New Jersey Form(s), if applicable
- E. Offer and Acceptance Form

☐ Technical Proposal*

Please upload your Vendor Response to Evaluation Criteria.

*Response required

☐ Pricing Proposal

Please upload your Pricing Proposal (if applicable).

Federal Funds Certification*

Complete and sign the Federal Funds Certification included in Attachment E, Exhibit C

*Response required

State of New Jersey

If applicable, complete and sign the forms found in the "Vendor Forms Required For All Proposal Submissions" for the State of New Jersey:

<https://www.nj.gov/treasury/purchase/forms.shtml#eo134>.

Offer and Acceptance Form*

Please upload the signed Offer and Acceptance Form.

*Response required

Confidential Information*

Does your response to this solicitation contain a request to hold some portion of your response confidential and withhold from public record?

Please note: The City of Tucson is a public agency subject to public records laws. Therefore, all requests to withhold information from the public record must be accompanied by justification. Pricing will not be held confidential.

☐ Yes

☐ No

*Response required

Confidential Information*

If you answered yes to 4.4, then you must use this field to identify the sections of your submittal that you are requesting be withheld from public record.

If sections are not identified as confidential in this field, your request to hold information confidential may not be accepted.

Please note: The City of Tucson is a public agency subject to public records laws. Therefore, all requests to withhold information from the public record must be accompanied by justification. Pricing will not be held confidential.

*Response required

Exceptions*

In accordance with Paragraph D.9 of the Instructions to Offerors, any exceptions that an offeror wishes to submit for the City's consideration must be indicated here in order to be considered.

Is your firm submitting any exceptions for the City's consideration?

*Response required

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposals which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

E-mail: _____

Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form:

Awarded:

As Tucson City Attorney and not personally

As Director of Business Services and not personally

Date

Date



Contract Summary Document