CITY OF PHOENIX - INFORMATION TECHNOLOGY SERVICES

REQUEST FOR PROPOSAL (“RFP”)  
(Professional Consulting Services)

RFP No. ITS 15-020  
Water Services Shared Services  
Technology Assessment & Master Plan  
Professional Consulting Services

PROPOSAL DUE DATE AND TIME  
November 16, 2015  
2:00 p.m. Phoenix Local Time

PROPOSAL SUBMITTAL LOCATION  
City of Phoenix Information Technology Services  
251 W. Washington Street, 6th Floor  
Phoenix, Arizona 85003

CONTRACTING AUTHORITY  
Gloria Elliott, Contracts Specialist II  
gloria.elliott@phoenix.gov  
602-261-8481
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As part of the Information Technology (IT) Shared Services initiative the City of Phoenix (City) is seeking a qualified professional consulting firm to conduct an IT Shared Services readiness assessment and develop a comprehensive Technology Master Plan for the Water Services Department (WSD).

INTRODUCTION

The City’s federated IT support model has run its course. The model provided 26 departments the agility to make technology investments to meet business needs in a timely fashion for the past 25 years. Declines in tax revenue and current standards for acquiring and delivering technology have prompted the City to implement transformational changes in order to reduce costs and leverage the latest in technology equitably across the entire organization.

The City is implementing an IT Shared Services strategy regarding the technology services for which centralization makes good business sense. “Shared-First” is a business model that concentrates on eliminating inefficiencies and duplication through the identification of IT services that should be centralized, outsourced, or remain decentralized. This strategy provides guidance for a phased shared service methodology for services that should be centralized specifically for commodity, support, and mission critical IT functions. The initial phase will focus on the transition of commodity assets then move to the support and mission IT areas for the services identified for centralization. This approach will allow departments to identify which IT services should be centralized, which IT services should be outsourced, and which IT services should remain within the department to gain proficiency, improve performance, eliminate duplicative cost structures and refocus their efforts toward core business technology endeavors.

Implementation of an IT Shared Services model has been underway for several months. The methodology and approach has been developed in-house and has yielded positive results thus far for departments that don’t use technology to deliver Public Safety or Utilities to citizens.

The Water Services Department (WSD) is responsible for the City’s water and wastewater utilities. The water utility provides a safe and adequate domestic water supply to all residents in the water service area. The wastewater program assists in providing a clean, healthy environment through the effective management and treatment of wastewater.

The WSD has approximately 1400 employees within 14 divisions, over 380 work sites and 12 physical locations. Of the total number of employees 69 are IT positions distributed into the following sections; 27 are assigned to the Technology Services Division, 27 are assigned to the Process Control Section and 15 to the Infrastructure Records Section. The technology environment includes approximately 130 physical and 61 virtual servers, 1280 desktop computers, and 450 laptop computers.

1. **REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA**

   Offeror must meet the minimum requirements as detailed in SECTION V EVALUATION REQUIREMENTS of this RFP.

2. **PROPOSAL EVALUATION CRITERIA** – (listed in relative order of importance):

   - Method of Approach
   - Financial Pricing Proposal
   - Business Experience, Qualifications and References
   - Project Team Organization Structure and Experience

   **Total available points 1,000**

3. **PREREQUISITES**

   Evidence of bonds, sureties, licenses and certifications if and as specifically requested in this RFP (Rated Pass/Fail – a Fail will result in a non-responsive proposal).

   Where an endorsement would be needed to fulfill an insurance requirement, a current certificate is acceptable with a statement from a broker or agent that such requirements can be met in the event of contract award.

   A Submittal to this solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City’s RFP. Such a submittal does not become a contract until it is executed by the Department Director.

4. **STATEMENT OF WORK (SOW)**

   As set forth in detail in SECTION III STATEMENT OF WORK (SOW) of this RFP.
5. **SCHEDULE OF EVENTS**
City reserves the right to change dates as necessary.

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<td><strong>PROPOSAL ISSUE DATE:</strong></td>
<td>October 2, 2015</td>
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<td><strong>PRE PROPOSAL CONFERENCE:</strong></td>
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<td><strong>OFFERORS WRITTEN INQUIRIES DUE</strong></td>
<td>October 16, 2015, 2:00 p.m. Phoenix Time</td>
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<td><strong>OFFERORS REQUESTS FOR ALTERNATE TERMS</strong></td>
<td>October 16, 2015, 2:00 p.m. Phoenix Time</td>
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<td>November 16, 2015, 2:00 p.m. Phoenix Time</td>
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<td><strong>FINALIST INTERVIEWS</strong></td>
<td>December 14 and 15, 2015</td>
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<td><strong>AWARD NOTIFICATION</strong></td>
<td>January 6, 2015</td>
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<td><strong>ESTIMATED CITY COUNCIL APPROVAL</strong></td>
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6. **DELIVERY ADDRESS INSTRUCTIONS**
City of Phoenix Information Technology Services
Gloria Elliott, Contracts Specialist II
251 West Washington Street, 6th Floor
Phoenix, AZ 85003-2295

In addition, the package must also show the following information:
- Offeror’s Name and Address
- RFP Number and Title of Proposal
- Proposal Due Date and Time

7. **REQUIREMENTS**
Proposals must be complete by providing all of the information requested as instructed in SECTION IV: INSTRUCTIONS TO OFFERERS and SECTION V: EVALUATION REQUIREMENTS. Each Proposal must include two (2) electronic copies (CD or thumb drive) and six (6) printed copies of the Proposal.

8. **CONTRACT DOCUMENTS**
Submission of a response herein constitutes the respondent's agreement that any contract to be drawn, as the result of being selected for contractual service, will be prepared by City in whole, without any respondent-initiated edits or revisions permitted. The submission of a response further constitutes the agreement of each respondent that it will not insist on the use of standard contract agreements, documents or forms, and that it waives any demand for the use of its standard agreements. Pursuant to the City Charter, the language of the contract to be executed will be drafted under the supervision of the City Attorney and shall be the controlling document.

9. **EXCEPTIONS**
The City will, at its option, not allow exception to any material requirement if, in the opinion of the City, the exception alters the overall intent of this RFP, unless the exception would be of material benefit to the City.

A Submittal to any RFP is an offer to contract with the City based upon the contract provisions contained in the City’s RFP, including, but not limited to, the specifications, Statement of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must submit a “Request for Consideration of Alternate Terms.” The written request for modification must be received by the Contracting Authority listed on the front of this solicitation, not later than October 16, 2015, 2:00 p.m. Phoenix Time. The City may issue an addendum to this solicitation of any approved specification changes. The provisions of the RFP cannot be modified without the express written approval of the Director or Director’s designee. If a proposal or offer by Offeror is returned with modifications to the contract; the contract provisions contained in the City’s RFP shall prevail unless the Offeror’s proposed alternative provisions are expressly approved in writing by the Director or designee.

Exceptions, conditions, or qualifications to the provisions of the City’s specifications must be clearly identified and provided in the Proposal under the Executive Summary section. Offeror must state the section number, heading and/or paragraph or Term and Conditions that exception is being taken with and why Offeror is requesting the exception.

RFP No. ITS 15-020: Water Services Shared Services Technology Assessment & Master Plan Page 5 of 42
SOLICITATION TRANSPARENCY POLICY

Beginning on the date the solicitation is issued and until the date the contract is awarded or the solicitation withdrawn, all persons or entities that respond to the solicitation for the RFP No. ITS 15-010, Fire CAD and RMS Modernization Program – Professional Services, including their employees, agents, representatives, proposed partner(s), subcontractor(s), joint venturer(s), member(s), or any of their lobbyists or attorneys, (collectively, the Offeror) will refrain, from any direct or indirect contact with any person (other than the designated contract representative) who may play a part in the evaluation process, including members of the evaluation panel, the City Manager, Assistant City Manager, Deputy City Managers, Department heads, the Mayor and other members of the Phoenix City Council. As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff.

Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through Gloria Elliott, Contracts Specialist II (602-261-8481), conducted in person at 200 West Washington, Phoenix, Arizona 85003, and are posted as open meetings with the City Clerk at least twenty-four (24) hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

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

This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the evaluation process. OFFERORS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.
1. **SCOPE OF WORK**
   
   1.1. **Shared Services Assessment & Master Plan Technology Assessment** The consultant shall provide professional IT consulting services and conduct a detailed assessment of the WSD’s technology environment. This assessment shall include a research/discovery/documenting and comprehensive data analysis phase. At the conclusion of this analysis the consultant shall produce a detailed assessment report, package and provide a presentation of the final report and findings. The consultant shall not examine the IT services provided through the WSD’s Process Control section as part of the Shared Services Assessment as those functions shall not be centralized within ITS.

   1.2. **Technology Master Plan** This assessment shall be structured to determine the current technology planning, usage, funding, and staffing elements of the organization. Following this assessment, the consultant shall perform a comprehensive technology needs analysis of the organization. At the conclusion of this analysis the consultant shall produce a detailed needs analysis report. Based on this report, consultant will develop a long-range technology master plan package and provide a presentation of the final report and recommendations.

2. **SHARED SERVICES & MASTER PLAN TECHNOLOGY ASSESSMENT RESEARCH/DISCOVERY/DOCUMENTING PHASE**

   The research/discovery/documenting phase will consist of three areas of investigation:
   
   - Water Services Documentation Review
   - ITS Requirements Gathering
   - Water Services Business and Technical Interviews

2.1. **Shared Services & Master Plan Technology Assessment Water Services Documentation Review** The purpose of the documentation review is to gather critical department data that will be used to quantify and support conclusions made in the summary reports. Additionally this data will be summarized and communicated to ITS staff to obtain additional requirements later in the project.

   The City will provide the consultant with access to the following Water Services material for the purpose of facilitating material review and research.
   
   - Business, technical and user surveys
   - IT Inventories
   - IT Technical diagrams
   - IT Project documentation
   - IT Procurement documentation
   - IT Recruitment documentation
   - IT Profiles
   - IT Status reports
   - IT metrics
   - IT Standard Operating Procedures (SOP)
   - IT Annual report
   - IT core assessment
   - Disaster recovery plans
   - IT Contract monitoring documentation
   - IT Knowledge Transfer documentation
   - Technology Roadmap/ IT Strategic Plan
   - General staffing information and other information as required

   All materials provided to the consultant shall remain physically within the City offices and may not be hand carried, photographed, copied, scanned or by any other method electronically transmitted.

   The consultant shall, by the timeframe specified in the Schedule of Tasks/Deliverables, review the WSD documentation and any other documents the City determines necessary. The consultant shall conduct a comprehensive examination of the material received and document technology requirements identified in the Shared Services Assessment Report and Package in section 4.0 of this scope of work and in the Technology Master Plan Report in section 7.0 of this scope of work. During this phase the consultant shall identify any areas that require clarification, or additional inquiry. Additionally the consultant shall document questions derived during the material review that can be directed to either internal City ITS and or WSD staff.

2.1 DELIVERABLES – Shared Services & Master Plan Technology Assessment Water Services Documentation Review

2.1.1. The consultant shall, by the timeframe specified in the Schedule of Tasks/Deliverables, review the WSD documentation and any other documents the City determines necessary.
2.1.2. The consultant shall conduct a comprehensive examination of the material received demonstrated by providing a documented response to the City designee of all report elements listed within the Shared Services Assessment Report and Package in section 4.0 of this scope of work and of all report elements listed in the Mater Plan Technology Assessment Report and Package in section 5.0 of this scope of work.

2.1.3. The consultant shall document any research/discovery areas that require clarification and/or additional inquiry.

2.1.4. The consultant shall document questions derived during the material review that can be directed to either internal City ITS staff and or WSD staff.

2.2 Shared Services & Technology Master Plan ITS Requirements Gathering ITS will be the recipient of department staff and commodities identified for centralization during the first phase of the Shared Services transition. The purpose of the ITS requirements gathering phase is to meet with principle staff, share the findings from the research/discovery/documenting phase and obtain requirements needed for the subsequent phase.

The consultant shall meet with the following City ITS and WSD staff as identified below:
- Section Leads from each major division within ITS
- The Project Team

The consultant shall schedule, prepare agendas and facilitate meetings to gather requirements from ITS and WSD staff. The consultant shall present a summary of findings from the Water Services Documentation Review to the Section Leads, Project Team and facilitate requirements gathering interview sessions. The consultant shall present research/discovery information that requires clarification and/or additional inquiry to the ITS and WSD staff. The consultant shall document questions derived during the requirements gathering session, which will form the basis of interview questions required during the WSD interviews. The consultant will produce a meeting summary for each interview conducted.

2.2 DELIVERABLES – Shared Services ITS Requirements Gathering

2.2.1. The consultant shall, by the timeframe specified in the Schedule of Tasks/Deliverables conduct interviews with the City ITS Section Leads and the Project Team.

2.2.2. The consultant shall schedule the meetings, prepare agendas and facilitate meetings to gather requirements.

2.2.3. The consultant shall present the documented summary of findings from the Water Services Documentation Review to the Section Leads, and the Project Team. during the interview sessions.

2.2.4. The consultant shall present the documented research/discovery information that requires clarification and/or additional inquiry to the ITS and WSD staff.

2.2.5. The consultant shall document questions derived during the requirements gathering session, which will form the basis of interview questions required during the WSD interviews.

2.2.6. The consultant will provide City designee a meeting summary for each interview conducted which will include the meeting date, time, location, invited staff, attendees, discussion topics and a summary for each topic discussed.

2.3 Shared Services and & Master Plan Technology Assessment Water Services Business and Technical Interviews The purpose of the Water Services Business and Technical Interviews is to meet with principal department staff and obtain information required to complete the assessments. The consultant shall meet in advance with the City designee to discuss strategies for organizing these interviews. Questions derived from the documentation review and the meetings with ITS and WSD staff are the basis for the interview questions during this phase.

Prior to meeting with the department staff the consultant shall prepare a list of interview questions for the business and technical staff and present it to the Project Team for review and approval.

Upon approval the consultant shall work with the Project Team and schedule the meetings, prepare agendas and facilitate the meetings. The meeting dates will be communicated to the City designee. The consultant shall
meet with the Water Services Business and Technical staff.

The consultant shall document all responses to interview questions. Due to the size of the WSD there may be a need to have multiple department business and technical meetings. The business meetings shall not be scheduled for more than one hour. The consultant will produce a meeting summary for each interview conducted.

**2.3 DELIVERABLES – Shared Services & Master Plan Technology Assessment ITS Requirements Gathering**

2.3.1. The consultant shall, by the timeframe specified in the Schedule of Tasks/Deliverables meet with the Water Services Business and Technical staff.

2.3.2. The consultant shall prepare and document a list of interview questions for the business and technical staff and present it to the Project Team for review and approval.

2.3.3. The consultant shall work with the Project Team and schedule the meetings, prepare agendas and facilitate the meetings. The meeting dates will be communicated to the City designee.

2.3.4. The consultant shall meet with the Water Services Business and Technical staff and facilitate the meeting interviews.

2.3.5. The consultant shall provide to the Project Team a meeting summary for each interview conducted which will include the meeting date, time, location, invited staff, attendees, discussion topics and a summary for each topic discussed.

**3. SHARED SERVICES COMPREHENSIVE DATA ANALYSIS**

The consultant shall take the data obtained from the documentation review, interview with the ITS Section Leads, Project Team and the department business and technical staff to conduct detailed data analysis to determine the overall health of the Water Services technology environment. This analysis should include the following:

- Categorize technologies used by “Commodity, Support & Mission”.
- Evaluate business impact of technology to each line of business for the Water Utility.
- Assign people that deliver technology to the business under each category.
- Identify service delivery processes in common.
- Identify technologies in common.
- Identify people and skill utilization verses demand by category (Gap Analysis).
- Determine the congruency between core business and Water Services technology.

**3.0 DELIVERABLES – Shared Services & Master Plan Technology Assessment Comprehensive Data Analysis**

The consultant shall conduct analysis. The consultant shall use their own form and report their initial findings to the Project Team. The report is this area will represent a draft and should outline the current state verses recommended state along with a preliminary roadmap.

**4. SHARED SERVICES & MASTER PLAN TECHNOLOGY ASSESSMENT REPORT, PACKAGE & PRESENTATION**

The consultant shall provide to the City a comprehensive and complete Shared Services Assessment and Master Plan Technology Assessment report, package and provide a presentation of the final report and findings.

4.1. **Shared Services and Master Plan Technology Assessment Report**

The Consultant shall prepare and deliver, by the timeframe specified in the Schedule of Tasks/Deliverables, a final assessment report.

The Consultant shall describe the assessment and provide quantifiable rationales and references to support the Consultant’s position and conclusions. The Consultant shall be available to answer questions regarding their report until the end to the period of performance. The consultant shall produce an assessment report including but not limited to the categories and data element listed below:

**Business Requirements**

- Overall IT strengths
- Overall IT opportunities
- Core business services
- Key IT performance indicators
- Business applications used to measure key performance indicators
SECTION III: STATEMENT OF WORK (SOW)

- Immediate IT business needs
- Risks of not providing IT services
- Vision of IT Shared Services at year one, two and three
- Total number of current department IT projects
- Total amount of funding requested for these projects
- Highest valued IT request (project name)
- Challenges preventing goal achievement

Technical Requirements
- Inventories: Servers, Desktop, Laptop, Mobile devices, Applications, Database, Network and Security and total commodity inventory counts
- System Availability
- Capacity Management (Now-3 years)
- Percentage of Systems under support

General Department Technology Satisfaction
- Satisfaction with City ITS
- Satisfaction with WSD Technology Services
- Satisfaction with the City ITS Enterprise Help Desk

Technology Staffing Profile
- Organization Chart
- Job Titles
- Position Grades Skills Certifications and Training

The report shall include a summary section that identifies the IT services that should be considered for centralization, provides a Shared Services roadmap for transition planning for the IT services identified to be centralized, and includes the following data elements:

- Identification of all lines of business as a Water Utility.
- People and skills required to deliver technology to the business.
- Processes used by the business to request technology service.
- Processes used by the people to deliver technology to the business.
- Technology used by each line of business to support the Water Utility.
- Provide a recommended approach that supports the Shared Services Strategy and the Water Utility’s Lines of Business for those IT services identified to be centralized.
- Indicate risks and mitigation countermeasures for each.
- Provide a recommended transition plan and schedule for each utilizing the gap analysis data.
- Provide transition and operational key performance indicators to monitor the success of Shared Services and the value to the Water Services Utility.

4.2. Shared Services and Master Plan Technology Assessment Package
The consultant shall provide a Shared Services Assessment Package that includes:
- The documented responses to the report elements listed within the Shared Services & Master Plan Technology Assessment Report and Package in Section 4.0.
- All meeting summaries for each interview conducted with ITS Section Leads and the Project Team meetings.
- WSD business interview questions.
- WSD technical interview questions.
- All meeting summaries for each interview conducted WSD business and technical meetings.
- The Shared Services and Master Plan Technology Assessment Report

4.3. Final Report and Findings Presentation
The consultant shall create and deliver a final report presentation to the City. The consultant shall prepare a projected presentation and provide handouts. This presentation shall cover all elements within the final report.

4. DELIVERABLES – Shared Services and Master Plan Technology Assessment Report, Package and Presentation
SECTION III: STATEMENT OF WORK (SOW)

1. The consultant shall provide a Shared Services and Master Plan Technology Assessment Report and Package and inclusive of all elements identified in Section 4.0 by the timeframe specified in the Schedule of Tasks/Deliverables
2. The consultant shall provide to the City a complete assessment package to include five (5) hard copies and two (2) electronic versions in an editable format .docx preferred.
3. The consultant shall deliver a projected presentation by the timeframe specified in the Schedule of Tasks/Deliverables of the final report to include handout

5. MASTER PLAN TECHNOLOGY ASSESSMENT
The consultant shall provide a map and detailed schematics of all network infrastructure and servers that support the WSD that detail the specific business functions supported by those networks and servers. The map and schematics shall also include any business functions of other departments that are supported by those networks and servers. The map and schematics shall identify the space used by these functions and other relevant factors and constraints.

The consultant shall provide an inventory of all desktops, laptops, monitors, and other relevant electronic devices owned and used by the WSD. The inventory shall include make, model, age, and other relevant characteristics, such as place of use, business functions supported, and typical use.

The consultant shall provide an inventory, by business function, of all software, databases, and other applications used in or by the WSD, including relevant characteristics such as name, vendor, support and maintenance structure, purchase or installation date, place of use, cost, maintenance cost, and use by other departments, if relevant.

The consultant shall provide a map of the employees in the WSD, that support each software package or application. This map shall detail the support provided by each employee, as well as the support provided by outside vendors (and associated cost).

The consultant shall not examine security methods, network access, or other cyber-security issues, as these are the subject of a separate analysis. Notwithstanding the foregoing, the consultant shall immediately alert the Project Team of any security issues that the consultant notices during the course of the contract.

The consultant shall not examine printers, scanners, and multifunction copiers as these are the subject of a separate analysis.

The consultant shall not examine the WSD’s Process Control group and SCADA infrastructure.

The consultant shall present these findings in a meeting with WSD and ITS executive staff and shall provide a report in draft form.

6. MASTER PLAN - COMPREHENSIVE NEEDS ANALYSIS
The consultant shall use the information obtained from the Technology Assessment to identify the technology needs of the organization. This analysis shall include a review of the current status of technology to the established and anticipated business requirements and objectives of the organization as identified in the WSD’s Strategic Business Plan and in interviews with executive level employees in ITS and WSD. This analysis shall include, but is not limited to the following:

• Identification of technologies that are used in common between the WSD and other City Departments
• Identification of service delivery processes that are duplicated across WSD and other City Departments
• Identification of the job title, pay grade, skill set, and relevant certifications of WSD employees that have information technology responsibilities as a main job function
• Identification and analysis of critical system availability
• Identification of the current processes used to request IT services in WSD
• Identification of existing and planned business processes that could be enhanced by technology
• Identification of hardware and software that is no longer used, or rarely used
• Identification of duplicative software that support the same function
• A high-level overview of technology trends and best practices in the Utility industry
• Identification of challenges preventing information technology goal achievement

6 DELIVERABLES - Comprehensive Needs Analysis
1. The consultant shall conduct analysis.
2. The consultant shall report initial findings to the Project Team in the form of a draft report that identifies and describes the current state of technology use and the findings of the analysis listed above.
3. The consultant shall present these findings in a meeting with WSD and ITS executive staff.

7. TECHNOLOGY MASTER PLAN
The consultant shall develop a comprehensive long-range technology master plan for WSD. This plan shall include the following:

- Recommendations regarding network infrastructure improvements and efficiencies
- Server deficiencies, if any, and recommendations for efficiencies or enhancements
- Recommendations to add or remove software systems, applications, and databases
- Recommendations regarding hardware or software support that the City should bring in-house, including a recommendation on whether the support should be centralized in the ITS or reside in the WSD
- Recommendations regarding hardware or software support that the WSD should outsource to vendors
- Recommendations for the proper staffing for appropriate hardware and software support, including recommendations on whether those employees should be centralized within ITS, remain in WSD, or be outsourced
- Recommendations regarding training for WSD and ITS employees to ensure their ability to support relevant systems
- Identification of key IT performance indicators that can be used by WSD and ITS to ensure appropriate and efficient support of IT systems
- Identification of business applications that can be used to measure these key performance indicators
- Identification of critical, immediate IT needs
- Budgetary analysis of recommended technologies
- Return on investment analysis on recommended hardware and software improvements
- Recommendations regarding the processes that should be used by WSD to request technology service
- Recommendations regarding the processes that should be used by WSD employees to deliver and support technology solutions, with accompanying key performance metrics that can be used to indicate efficiency and productivity in delivery of these services
- Development of a detailed Implementation Plan, including action items, schedules, and budgets, and
- An overall assessment of the organization's use of technology to enhance business operations and recommendations on how to improve this factor in the future.

7 DELIVERABLES – Technology Master Plan
The consultant shall provide five hard copies and five electronic versions of a Summary Package that includes minutes for each meeting and interview held, the Water Services Technology Assessment, and the Master Plan Report.

The consultant shall create and deliver a final report presentation to the City. The consultant shall prepare a projected presentation and provide handouts. This presentation shall cover all elements within the final report.

8. PROJECT MANAGEMENT

8.1. Master Project Schedule and Weekly Reports
The consultant shall provide to the City a master project schedule and a weekly high-level project status report.

8.1.1. Project Schedule - The consultant shall create and maintain a master project schedule with identified milestones and shall coordinate project resources and work so that milestones are met in an efficient manner. Tasks will be designed to minimize implementation time and cost while taking into consideration resource and time constraints such as City staff availability.

The consultant shall serve as the main point of contact for the Project Team; management and coordination of subcontractors, if applicable, will be part of consultant’s project plan. Phase reviews will be included in the project schedule.

8.1.2. Schedule of Tasks/Deliverables - Upon receipt of the contractors project schedule deliverable, due dates will be established and documented in the schedule of tasks and deliverables table. This table will serve as the authority for project due date, which will be tied to project and payment milestones.

8.1.3. Weekly Status Reports - The consultant shall deliver to the Project Team a status report. This report shall be in a dashboard format to easily and quickly provide an overall project update. The consultant shall be
available to participate in a weekly conference call with designated City staff to provide updates and answer any questions regarding project progress.

8.1 **DELIBERABLES - Master Project Schedule, Weekly Reports and Project Conference Calls**

1. The consultant shall provide the first project schedule within three weeks of the Notice to Proceed. Thereafter the consultant shall provide project schedule updates each Thursday of each week until project closure for discussion during the weekly project progress conference calls with the Project Team. The consultants’ project plan shall include the critical path, major milestones and sub-tasks, time requirements and resource allocations.

2. Schedule of Tasks/Deliverables - Upon the Project Team receipt of the final project schedule the schedule of tasks and deliverables due dates will be established. These due dates will also be tied to milestone payments.

3. The consultant shall provide a dashboard format styled status report to the Project Team. This report shall be due each Thursday of each week until project closure.

4. The consultant shall be available to participate in weekly conference call with the Project Team to provide updates and answer any questions regarding project status report. These conference calls will take place Thursday of each week until project closure.

8.2 **Kickoff and Progress Review Meetings**

Consultant shall work with the Project Team to coordinate a project kickoff meeting within two weeks after the notice to proceed. The consultants’ project team will be required to participate in this meeting and provide an overview of their organization and their project plan. During this meeting the Project Team will address any questions regarding the scope of work.

Consultant shall work with the Project Team to facilitate project review meetings. These meetings will provide principal staff with an opportunity to obtain a briefing on the project. The consultant shall work with the Project Team and develop the meeting agenda, which will include but not be limited to the following elements:

- Master Schedule review
- Project Status Report review
- Communication of logistical access coordination requests
- Communication of upcoming plans for documentation review or interview.

8.2 **DELIBERABLES - Kickoff and Progress Review Meeting Deliverables**

Progress review meetings shall be scheduled as determined by the Project Team. The meetings will:

- Be held at City designated facilities.
- The consultant shall attend the kick off and progress meetings in person.
- Include a complete status update of work completed and upcoming activities.
- Should issues arise from these meeting the consultant shall address problems and issues in writing, no later than five (5) business days from the progress review meeting.
- The consultant shall provide meeting minutes for these meetings.
- The consultant shall provide all meeting agendas and documentation to all invitees at least two business days in advance of the meeting.

8.3 **Quality Control**

The consultant shall establish and maintain a complete Quality Control Plan to ensure the services are performed in accordance with commonly accepted commercial practices. The contractor shall develop and implement procedures to identify, prevent and ensure non-recurrence of defective practices. The City reserves the right to perform inspections on services provided to the extent deemed necessary to protect the City’s interests. The consultant must control the quality of the services and deliverables provided in support of this task and maintain substantiating evidence that services conform to contract quality requirements and furnish such information to the City if requested.

8.3 **DELIBERABLES – Quality Control**

The consultant shall implement quality controls during all stages of the Shared Services & Technology Master Plan assessment and allow the City to perform inspections on services provided to the extent deemed necessary to protect the City’s interests.

**PROJECT ACCEPTANCE**

This project will be considered accepted and closed upon receipt of the following:

1. Completion of all project milestones
2. Resolution of all City-identified issues, problems, questions, and revisions related to the Shared Services & Technology Master Plan Assessment Report, Master Plan, Package and Presentation
3. Receipt of the final Shared Services Assessment & Technology Master Plan Report, Master Plan, Package and Presentation
4. Receipt of all project related research documentation.
5. Receipt of all City identification badges.
6. Receipt of all parking passes (if applicable).
7. Receipt of a project acceptance letter from the City.

PROJECT MILESTONES
Major milestones for the project will include:
1. Notice to proceed.
2. Kickoff meeting.
3. Delivery and approval of the assessment methodology.
4. Schedule for interview panels (Section Leads, Project Team, and Department Business/Tech staff).
5. Completion of interviews and field work.
7. Final assessment report package and presentation delivery.
8. End Project completion and Sign Off from the City.
1. **INTRODUCTION**

A Submittal to this solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City’s solicitation.

For this solicitation, the Contracting Authority is:
Gloria Elliott, Contracts Specialist II, gloria.elliott@phoenix.gov, 602/261-8481

2. **DEFINITIONS OF KEY WORDS USED IN THE SOLICITATION:**

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

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

   **May:** Indicates something that is not mandatory but permissible.

3. **PRE-PROPOSAL CONFERENCE**

   There will be no pre-proposal conference for this solicitation.

4. **OFFEROR INQUIRIES**

   All questions that arise relating to this RFP shall be directed in writing via e-mail to gloria.elliott@phoenix.gov. To be considered, written inquiries shall be received at the above e-mail address by 2:00 p.m. local Phoenix time on October 16, 2015. Inquiries received will then be answered via an addendum and posted not later than close of business on October 21, 2015.

   No informal contact initiated by Offerors on the requested service will be allowed with members of City’s staff from date of distribution of this RFP until after the closing date and time for the submission of Proposals. All questions concerning or issues related to this RFP shall be presented in writing.

5. **AMENDMENT OF REQUEST FOR PROPOSAL**

   The Offeror shall acknowledge receipt of an RFP amendment by signing and returning the document by the specified due date and time.

6. **FAMILIARIZATION OF STATEMENT OF WORK**

   It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all Submittals for accuracy before submitting a Submittal. Negligence in preparing a Submittal confers no right of withdrawal after due date and time. Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of the contract requirements. The submission of a Submittal will constitute a representation of compliance by the offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

7. **PREPARATION OF PROPOSAL**

   All Submittals shall be on the forms and in the format set forth in the RFP package. It is permissible to copy these forms as required. Facsimiles or electronic mail Submittal shall not be considered.

   7.1. The Offer and Acceptance form, the Financial Pricing Proposal and any solicitation amendments must be signed and returned with the Submittal.

   7.2. The Offer and Acceptance page shall be signed by a person authorized to submit a Submittal. An authorized signature on the Offer and Acceptance page, Amendment(s), or cover letter accompanying the Submittal documents shall constitute an irrevocable offer to provide the service specified herein.

   7.3. Erasures, interlineations, or other modifications of your Submittal shall be initialed in original ink by the authorized person signing the Submittal.

   7.4. In case of error in the extension of price in the Submittal, unit price shall govern when applicable.

   7.5. Periods of time, stated as a number of days, shall be in calendar days.
7.6. The City shall not reimburse the cost of developing, presenting, submitting or providing any Submittal to this solicitation. All materials and Submittals in response to this solicitation become the property of the City and will not be returned.

8. PROPOSAL FORMAT
The written Submittal shall be signed by an individual authorized to bind the Offeror. The Submittal shall provide the name, title, address and telephone number of individuals with authority to contractually bind the company and who may be contacted during the period of the Contract. All fees quoted shall be firm and fixed for the full contract. See Section VIII: Submittal of Offer, for further information. Each Submittal shall be:

8.1. Typewritten for ease of evaluation.
8.2. Submitted in an 8½ x 11 inch binder preferably using double-sided copying and at least 30% post-consumer content paper.
8.3. Set forth in the same sequence as identified in SECTION VIII: SUBMITTAL OF OFFER (i.e., Offerors should respond to this RFP in sequence and each narrative Submittal should reference the applicable section of SECTION V: EVALUATION REQUIREMENTS).
8.4. Signed by an authorized representative of the Offeror.
8.5. Submitted with the name(s), title, address, and telephone number of the individual(s) authorized to negotiate a contract with the City.
8.6. Appended with any exceptions to the Terms and Conditions clearly stated and as stated. See Paragraph 9 below.

9. REQUEST TO MODIFY THE CONTRACT PROVISIONS
A Submittal to any RFP is an offer to contract with the City based upon the contract provisions contained in the City’s RFP, including, but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must submit a “Request for Consideration of Alternate Terms.” The written request for modification must be received by the Contracting Authority listed on the front of this solicitation, not later than October 16, 2015, 2:00 p.m. Phoenix Time. The City may issue an addendum to this solicitation of any approved specification changes. The provisions of the RFP cannot be modified without the express written approval of the Director or Director’s designee. If a proposal or offer by Offeror is returned with modifications to the contract; the contract provisions contained in the City’s RFP shall prevail unless the Offeror’s proposed alternative provisions are expressly approved in writing by the Director or designee. Reference also Page 5, item 9.

10. PUBLIC RECORD
All Proposals submitted in response to the RFP shall become the property of the City and shall become a matter of public record available for review pursuant to Arizona state law after the award notification.

11. CONFIDENTIAL INFORMATION
The City is obligated to abide by all public information laws.

If an Offeror believes that a specific section of its Proposal is confidential, the Offeror shall isolate the pages marked confidential in a specific and clearly labeled section of its Proposal. The Offeror shall include a written basis for considering the marked pages confidential including the specific harm or prejudice if disclosed and the Department will review the material and make a determination.

SUBMITTALS WITH PAGES MARKED CONFIDENTIAL AND RESPONDANT FAILURE TO COMPLY WITH THE REQUIREMENTS IN THIS ITEM 11, MAY HAVE THE SUBMITTAL BE DEEMED UNRESPONSIVE AND MAY BE DISQUALIFIED FROM CONSIDERATION.

12. CERTIFICATION
By signature in the Offer and Acceptance portion of SECTION VIII: SUBMITTAL OF OFFER, Offeror certifies:

12.1. The submission of the offer did not involve collusion or other anti-competitive practices.
SECTION IV: INSTRUCTIONS TO OFFERORS

12.2. Offeror will not discriminate against any employee, or applicant for employment in violation of Federal or State Law.

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

12.4. Offeror is financially stable and solvent and has adequate cash reserves to meet all financial obligations while waiting reimbursement from the City.

13. SUBMISSION OF PROPOSAL

Proposals must be in the actual possession of the City at the designated location, on or prior to, the exact time and date indicated in the Schedule of Events. Late Proposals shall not be considered. The prevailing clock shall be the City’s clock at the location designated for delivery of the Proposal.

Proposals must be submitted in a sealed envelope and the following information should be noted on the outside of the envelope:

- Offeror’s Name
- Offeror’s Address (as shown on the Certification Page)
- RFP Number and RFP Title
- Proposal Opening Date

All Proposals must be completed in ink or typewritten. Offerors must submit two (2) electronic copies (CD or thumb drive) and six (6) printed copies of the Proposal.

14. LATE PROPOSALS

Late Proposals shall be rejected regardless of the reason, including mail delivery problems beyond Offeror’s control. Offerors mailing their Submittals should allow sufficient time to insure delivery by the date and time specified.

15. NON-RESPONSIVE PROPOSALS

Proposals deemed non-responsive will not be evaluated or considered for award.

15.1. The following Proposals will not be evaluated:
- Proposals submitted unsigned.
- Proposals that do not conform to the minimum specifications stated in the Statement of work.
- Proposals submitted without complete pricing.
- Proposals that contain altered or conditional cost information.
- Proposals submitted by an Offeror who does not have valid certifications and/or licenses required by state, federal or local law or regulations to perform the service requested at the time of the submittal.
- Proposals that fail to contain the required bonds, security assurances or insurance certificates as specified in this RFP.
- Proposals not received by the designated due date, place and time.

15.2. Proposals may be deemed non-responsive at any time in the evaluation process if in the sole opinion of the City:
- Offeror does not meet the minimum required skill, experience or other conditions or terms set forth in this RFP.
- Proposal is marked as confidential.
- Proposal does not comply with the submission requirements including any specified page limits.
- Offeror does not have a past record of sound business integrity and a history of fulfilling contractual obligations.
- Offeror is not financially stable, solvent, or have cash reserves to meet all financial obligations while waiting reimbursement from the City. An Offeror who is borrowing any or all of the monies necessary to meet initial expenses between the start of the contract period and receipt of the first payment must provide a Letter of Commitment from the Offeror’s creditor.
- Proposal contains false, inaccurate, or misleading statements that in the opinion of the City, is intended to mislead the City in its evaluation of the Proposal.
16. **RESPONSIVE PROPOSALS**

Proposals must meet all material requirements of the solicitation. All required elements of a sealed Proposal will be evaluated on a pass/fail basis. The use of scoring or ranking cannot be used to evaluate non-responsive Proposals. Only those Proposals determined to be responsive will be evaluated and scored by members of an evaluation committee in accordance with the criteria set forth in the Statement of Work in this RFP.

In addition, the committee MAY request a formal presentation from the highest ranked Offerors before a final recommendation is made. If Interviews are requested and presented, the evaluation committee will re-convene, review, and score the evaluation categories based on the expanded information and criteria set forth in the invitation to Interview.

In the event Interviews are conducted, information provided during the Interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Offeror for the costs associated with the Interview process.

The City reserves the right to make such additional investigations, as it deems necessary to establish the competence and financial stability of any Offeror submitting a Proposal.

Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.

If two or more finalists are tied, the finalist with the lowest cost Proposal score will be awarded the contract.

**Note:** In addition to the foregoing information submitted by Offerors, the City shall have the right to consider other verifiable information bearing on financial stability and strength including without limitation, information provided by former employees and/or creditors.

17. **COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY**

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

18. **OFFER AND ACCEPTANCE PERIOD**

In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for [120] days after the Proposal due date and time.

19. **DISCUSSIONS**

The City reserves the right to conduct discussions with Offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Proposal in order to clarify an offer and assure full understanding of, and responsiveness to solicitation requirements. If such a discussion is deemed necessary, the only City staff that is authorized to contact the Offeror is the contract representative listed on the front of this Proposal. The contract representative shall document any such discussion in the City’s file.

20. **WITHDRAWAL OF OFFER**

At any time prior to the solicitation due date and time, an Offeror (or designated representative) may withdraw the Proposal by submitting a request in writing and signed by a duly authorized representative. Facsimiles, telegraphic or mailgram withdrawals shall not be considered.

21. **PROPOSAL RESULTS**

Proposals will be opened on the Proposal due date, time and location indicated in the Schedule of Events at which time the name of each Offeror shall be read. Proposals and other information received in response to the RFP shall be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Proposals are not available for public inspection until after award notification has been made to all Offerors. Results will be posted on the City’s website at https://www.phoenix.gov/finance/business-opportunities/bid-awards-and-recommendations.

22. **EVALUATION CRITERIA**

Proposals will be evaluated and scored by members of an evaluation committee in accordance with the criteria stated in SECTION V: EVALUATION REQUIREMENTS, consisting of technical component(s) and a pricing (or “cost”) component.
In addition, the committee MAY request an Interview from the highest ranked Offerors before a final recommendation.

23. CITY’S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST
The City reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Proposal submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any Offeror submitting a Proposal herein waives any right to object now or at any future time, before anybody or agency, including but not limited to, the City Council of the City of Phoenix or any court.

24. AWARD
The Offeror whose Proposal receives the highest score will be recommended for the contract award. Notwithstanding any other provision of this solicitation, the City reserves the right to:
- waive any immaterial defect or informality;
- reject any or all Proposals or portions thereof; or
- reissue a solicitation.

A Submittal to this solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Such a Proposal does not become a contract until it is executed by the Chief Information Officer or designate.

25. PROTEST OF AWARD RECOMMENDATION
Staff recommendations to award the contract(s) to a particular bidder or Offeror shall be provided via email to all firms invited to participate in this solicitation. Any unsuccessful bidder may file a protest no later than 7 calendar days after the recommendation is emailed. All protests shall be in writing, filed with the Contracting Authority identified in the solicitation and must include all of the following:

25.1. The name, address and telephone number of the protester;

25.2. The signature of the protester or its representative;

25.3. Identification of the RFP number;

25.4. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and,

25.5. The form of relief requested.

The Contracting Authority will render a written decision within 14 calendar days after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is completed.

26. EMPLOYEE IDENTIFICATION
Offeror agrees to provide an employee identification number or social security number to the City for the purposes of reporting to appropriate taxing authorities, monies paid by the City under the awarded contract. If the federal identifier of the Offeror is a social security number, this number will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
1. **MINIMUM VENDOR QUALIFICATIONS**

Offeror must demonstrate comprehensive knowledge of IT Governance, assessment of technology systems, assets, and personnel, data gathering, business analytics, gap analysis, development of technology master plans and plan implementations.

1.1. Must have a minimum of ten (10) years’ experience in providing consulting services including demonstrated experience with technology studies and technology mapping (strategic planning).

1.2. Provide location of all offices, specifically the office in closest proximity to the City of Phoenix.

1.3. The proposer must include as part of the proposal a minimum qualifications section. This section must be inserted behind the introductory letter and before the proposal. The Proposer shall provide a minimum of three (3) Shared Services or Technology Master Plan projects of comparable size and complexity completed in the last five (5) years. The following information shall be included within the qualifications section:

   - **1.3.1.** Identify the project type (e.g. Shared Services or Technology Master Plan)
   - **1.3.2.** Identify whether the project was public or private sector
   - **1.3.3.** Identify the client
   - **1.3.4.** Provide a client contact name and telephone number
   - **1.3.5.** Project description (Brief high level description of the project)
   - **1.3.6.** Total span of the project (Overall project start and end dates)
     - Analysis Period (Start and end dates)
     - Final deliverable (Start and end dates)
   - **1.3.7.** Methodology used to complete the project (Brief high level description of the method used to accomplish the work)
   - **1.3.8.** Identify primary team members involved and their roles on the project
   - **1.3.9.** Project tools used to complete the project analytics
   - **1.3.10.** Total project costs

1.4. Any proposer that currently has contracts with the City must be in good standing for its proposal to be considered responsive. For the purposes of this Solicitation, good standing refers to compliance with all contractual provisions, including payment of financial obligations.

2. **EVALUATION CRITERIA and FORMAT**

The City anticipates receiving Submittals from a number of highly qualified providers of services. To assure that each Offeror is evaluated fairly and comprehensively, a structured approach to evaluation will be used by the evaluation team.

All timely Proposals will be reviewed to determine whether the minimal qualification requirements have been met. Proposals that do not meet all qualifications requirements will be considered non-responsive and will be rejected.

Each Proposal has two parts; a Technical component and a Pricing component. Each Proposal will be evaluated on its technical and cost merits by an evaluation panel. The Proposal Evaluation Criteria (listed in relative order of importance) are as follows. Four (4) areas will be evaluated and scored by the evaluation team. These evaluations will be reviewed by ITS and WSD management and, based upon confirmation of the evaluation, the successful Offeror will be chosen.

<table>
<thead>
<tr>
<th>Evaluation Item</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Experience, Qualifications and References</td>
<td>200 points</td>
</tr>
<tr>
<td>Method of Approach</td>
<td>350 points</td>
</tr>
<tr>
<td>Project Team Organization Structure and Experience</td>
<td>200 points</td>
</tr>
<tr>
<td>Financial Pricing Proposal</td>
<td>250 points</td>
</tr>
<tr>
<td><strong>Total available points</strong></td>
<td><strong>1,000 points</strong></td>
</tr>
</tbody>
</table>

The narrative portion and the materials presented in response to this RFP shall be submitted with the Pricing component. Further, the narrative portion and the materials presented in response to this RFP that describe each evaluation item shall follow the same order as requested and must contain, at a minimum, the following:
2.1. **Business Experience, Qualifications and References (200 Points)**
The overall completeness, accuracy and quality of the Proposal may be taken into consideration when evaluating the qualifications and experience.

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

2.1.2. **Adverse Actions/Potential Impact**
State whether the company is currently involved in any litigation, threatened litigation, investigation, reorganization, receivership, filing, strike, audit, corporate acquisition, unpaid judgments or other action that could have an adverse impact on your ability to provide the required RFP needs. If so, please describe the nature of the item and its potential impact.

State whether your firm has been unable to complete a contract, been removed from a contract, or been replaced during a contract period in the past five years. If so, explain what happened and why.

2.1.3. **Government/Corporate Experience**
State your firm’s experience in providing services to large public entities or large corporate entities. List other government contracts that you have now or have had in the past 5 years. [Not to exceed 3 pages].

Identify any current/recent work with the City of Phoenix and provide the following information: project name; total dollar value; city department and project manager; any pending contracts. Experiences with the City and entities that evaluation panel members represent may be taken into consideration when evaluating the qualifications and experience.

2.1.4. **Sample Projects**
Describe sample projects (not to exceed 3) which best illustrate the firm’s qualifications for the scope of the services; identifying any projects accomplished by current staff while conducted under the employment of others. Projects must have been completed, be of similar complexity and demonstrate the Offeror’s ability and experience to successfully perform the City’s requested services. Provide a description of the project, project location, requirements and approach. [Not to exceed 5 pages total.]

2.1.5. **Customer References**
Offeror shall furnish as references a minimum of three (3) references but no more than five (5) from firms or government organizations for which the Offeror is currently furnishing services; or in the past five years has completed services. References from large public entities or large corporate entities are preferred.

Please provide for each reference:
- Name of Company or Government Entity,
- Name of Reference,
- Address, Telephone Number and E-mail Address.

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

2.2. **METHOD OF APPROACH (350 Points).**
Describe the firm’s method of approach to satisfy the requirements of the solicitation. This should be accomplished by covering the Statement of Work requirements. Offeror may utilize a written narrative or other printed technique to demonstrate the ability to satisfy the Statement of Work.

2.2.1. **Milestones**
Provide a list of milestones and comprehensive plan of how deliverables for each milestone will be completed.
2.2.2. **Work Schedule**
Provide a schedule of work consistent with the requirements of the Statement of Work. Include an estimated time line for completion of each milestone/deliverable and a projected completion date.

2.2.3. **Customer Service – Availability and Office Resources**
Provide an estimate of key personnel time on each major step. State the work schedule (days and hours) that the contract representative will be available and the anticipated turnaround time for returning phone calls. State the availability of assigned personnel to perform the work according to the timing/needs of the City. Provide a brief assessment of the current workload and capacity of the Proposer to carry out the Statement of Work. State or describe the on-site resources such as office space, conference rooms, clerical support for meeting arrangements as relevant to the services provided.

2.2.4. **Sample Reports.**
Describe or provide sample progress reports used in similar engagements. Include items such as health, status, progress, % complete, dashboard and other reports that are specific to this statement of work and which demonstrate familiarity with the overall objective of this engagement.

2.2.5. **Technology.**
Describe how your firm uses technology in performing services. Strategies for enhancing service quality, productivity and performance.

2.2.6. **Budget Controls.**
Describe the fiscal accounting processes and budgetary controls that you will use to ensure the responsible use and management of contract funds and accurate invoicing.

State how costs incurred under this project will be appropriately accounted for and how your firm intends to stay on task and within the budget of this fixed, firm price engagement.

State your fiscal reporting and monitoring capabilities (e.g. spread sheets, automated fiscal reports, quality controls, checks and balances), to ensure contract funds are managed responsibly.

2.3. **PROJECT TEAM ORGANIZATIONAL STRUCTURE AND EXPERIENCE (200 Points)**

2.3.1. **Key Personnel**
Provide an organization chart specific to this project. Identify the proposed key members of staff to be assigned to the City’s contract including their roles and estimated participation in delivering the services.

Attach resumes of the key personnel that will be assigned to these services. Include education, training and applicable certifications. Resumes shall state clearly any experience specifically related to the Statement of Work and list any similar work successfully completed. Limit of three (3) pages per resume.

2.3.2. **Describe the procedures that you will take to ensure that the City receives satisfactory products and services at low costs, i.e., how will your firm strive to provide the best value at the lowest price.**

2.3.3. **Describe your strategies for enhancing service quality, productivity and performance.**

2.4. **FINANCIAL PRICING PROPOSAL: FEE SCHEDULE (250 Points)**

2.4.1. **Offerors shall submit prices in accordance with the table included herein in Exhibit A: Financial Pricing Proposal. This price page represents the City’s official request for price quotation and MUST be completed by the Offeror. The pricing stated herein must be a firm fixed fee, based on SECTION III: STATEMENT OF WORK (SOW). Unless otherwise and specifically provided, the price is all-inclusive and must include all necessary costs including, but not limited to, materials, labor, travel, copying costs, incidentals, equipment, space, taxes, profit, insurance and any other items necessary to effectively conduct and complete the Statement of Work.**

2.4.2. **Overall, 25% of the total evaluation will be assigned to cost. The lowest price Proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other Proposals will be determined using a cost allocated weighted formula.**
3. **GENERAL**

3.1. **SHORTLIST**
The City reserves the right to shortlist the Offerors on all of the stated criteria. However, the City may determine that short listing is not necessary or desirable.

3.2. **INTERVIEWS**
The City will conduct Interviews with some or all of the Offerors at any point during the evaluation process. Information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Offeror for the costs associated with the process.

Interviews will be held as stated on Page 5, Item 5 of this document. A maximum of three members of the Offeror’s key project team members who will be assigned to the project, are strongly encouraged to attend the interview.

3.3. **APPEARANCE BEFORE EVALUATION COMMITTEE**
Only the highest-ranking Offerors based on the evaluation factors will be further considered. Any or all of the highest-ranking Offerors may be required to appear before the evaluation committee to discuss the Proposal and respond to questions. The evaluation committee may request additional information and/or a presentation on a specific industry topic. The evaluation committee is not required to request the information of all Offerors. Based on the interview and possible follow-up meetings, the evaluation committee may recommend an Offeror(s) to the Department Director.

3.4. **ADDITIONAL INVESTIGATIONS**
The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal including, without limitation, information provided by former employees and/or creditors.

3.5. **REQUIRED AGREEMENTS**
Any required agreements, to include any required for third party software, must be submitted at time of proposal submission.
Offeror’s offer is subject to the following special terms and conditions.

1. **METHOD OF INVOICING**
   Invoices must include the following:
   1.1. City contract agreement number.
   1.2. Description of services.
   1.3. Applicable tax and fees, itemized separately.
   1.4. Invoice number and date.

2. **METHOD OF PAYMENT**
   Under this Agreement, the City will pay for services, with no additional charges for overhead, benefits, local travel or administrative support. The City will pay the fees upon acceptance and completion of deliverables as detailed in SECTION III: STATEMENT OF WORK (SOW). Payments shall be made in proportion to the Services performed and no more than ninety percent (90%) of the total contract price shall be paid before the work is totally completed and accepted by the City.

   Consultant shall submit invoices, noting the contract number. Each invoice shall be accompanied with itemized receipts. The invoice shall be submitted free of mathematical errors and/or missing supporting documentation. All appropriate documentation shall be provided that supports the charges reflected in the invoice. Upon finding of an error and/or missing documentation, the City shall return the invoice to the Consultant. Consultant shall promptly resubmit the revised invoice to the City. Each revised invoice shall document the date that the revised invoice is submitted to the City. Requests for payment must be submitted with documentation of dates and hours worked, hourly rate charged, and a detailed description of the Services performed. Failure of City to identify an error does not waive any of the City’s rights. All properly submitted invoices will be paid within thirty (30) days after the City’s receipt of the invoice.

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

4. **PERFORMANCE INTERFERENCE**
   Consultant shall notify the project manager immediately of any occurrence and/or condition that interferes with the full performance of the contract, and confirm it in writing within twenty-four (24) hours.

5. **CONSULTANT’S PERFORMANCE**
   Consultant shall use those efforts which a skilled, competent, experienced, and prudent person or organization would use to perform and complete the requirements of this Contract in a timely and professional manner conforming to the standards and quality generally recognized and accepted within the profession throughout the United States. Consultant shall furnish all necessary labor, tools, equipment, and supplies to perform the required services.

   The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the Contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City shall notify the Consultant.

   The Consultant will have ten (10) days from that time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due the Consultant. Repeated incidences of unsatisfactory performance may result in cancellation of the Contract for default.
6. **EMPLOYEE IDENTIFICATION AND ACCESS**

Except as set forth in, Consultant employees are forbidden access to designated restricted areas. Beyond meeting rooms and other areas open to the public, access to particular operational premises shall be as directed by the City’s authorized representative.

Only authorized Consultant employees are allowed on the premises of the City of Phoenix buildings. Consultant employees are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Consultant employee.

7. **ACCOUNT STAFFING**

The Consultant agrees to assign experienced personnel to provide for successful and timely accomplishment of the Statement of Work. The City reserves the right at any time and for any reason during the Contract to reject any Consultant staff from performing services on behalf of the City.

8. **TIME IS OF THE ESSENCE**

The parties agree that time is of the essence in the performance of the Statement of Work.

9. **CONSULTANT AND SUBCONTRACTOR WORKER BACKGROUND SCREENING**

9.1. **CONTRACT WORKER BACKGROUND SCREENING**

Consultant agrees that all contract workers and subcontractors (collectively "Contract Worker(s)") that Consultant furnishes to the City pursuant to this Agreement shall be subject to background and security checks and screening (collectively "background screening") at Consultant’s sole cost and expense as set forth in this Section. The background screening provided by Consultant shall comply with all applicable laws, rules and regulations. Consultant further agrees that the background screening required in this Section is necessary to preserve and protect public health, safety and welfare. The background screening requirements set forth in this Section are the minimum requirements for this Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Consultant from any liabilities that may arise out of Consultant’s services under this Agreement or Consultant’s failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Consultant and its Contract Workers shall take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this Agreement.

9.2. **BACKGROUND SCREENING REQUIREMENTS AND CRITERIA**

Because of the varied types of services performed, the City has established three levels of risk and associated background screening. The risk level and background screening required for this Agreement is Maximum Risk CJIS Security Addendum.

9.2.1. **Minimum Risk and Background Screening ("Minimum Risk")**

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

9.2.2. **Standard Risk and Background Screening ("Standard Risk")**

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

9.2.3. **Maximum Risk and Background Screening ("Maximum Risk")**

A maximum risk background screening shall be performed when the Contract Worker’s work assignment will: (i) have any contact with vulnerable people such as children, youth, elderly, or individuals with disabilities; or (ii) have any responsibility for the receipt or payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or (iii) have unescorted
access to City data centers, money rooms, or high-value equipment rooms; or (iv) have access to private residences; or (v) have access to Homeland Defense Bureau identified critical infrastructure sites/facilities. The background screening for this maximum risk level shall include the background screening required for the standard risk level, plus a sexual offender search, a credit check, and driving record search for the preceding seven (7) years from the Contract Worker’s proposed date of hire. Contract Workers who work directly with children or vulnerable adults are also subject to fingerprint verification through the Arizona Department of Public Safety as mandated by Phoenix City Code, § 2-45.6.

9.2.4. **CJIS Security Addendum.** This agreement incorporates by reference the requirements of the Criminal Justice Information Services (CJIS) Security Policy (current version 5.3, dated August 4, 2014), and as referenced in Title 28 CFR 20.33.(a)(7), issued by the Federal Bureau of Investigation, Criminal Justice Information Services Division, as in force as of the date of this Agreement and as may, from time to time hereafter, be amended. Contractor warrants that it has the technological capability to handle Criminal Justice Information (CJI), as that term is defined by the FBI CJIS Security Policy, in the manner required by the CJIS Security Policy. Contractor expresses and confirms that the CJIS Security Policy is current as of the date of this Agreement. Contractor acknowledges that the CJIS Security Policy places restrictions and limitations on the access to, use of, and dissemination of CJI and hereby warrants that its system abides by those restrictions and limitations. Private contractors are permitted access to criminal history record information systems pursuant to a specific agreement for the purpose of providing services for the administration of criminal justice pursuant to that agreement. Private contractors who perform the administration of criminal justice shall meet the same training and certification criteria required by governmental agencies performing a similar function, and shall be subject to the same extent of audit review as are local user agencies. In accordance with the CJIS Security Addendum, a minimum of a background check (fingerprint) will be administered and required through the Arizona state and federal criminal justice system for all contracted employees who may have access to CJIS information. Background checks (fingerprints) will be performed and received with required clearance prior to receipt of any CJIS information.

9.3. **CONSULTANT CERTIFICATION; CITY APPROVAL OF MAXIMUM RISK BACKGROUND SCREENING**
By executing this Agreement, Consultant certifies and warrants that Consultant has read the background screening requirements and criteria in this Section, understands them and that all background screening information furnished to the City is accurate and current. In addition, by executing this Agreement, Consultant further certifies and warrants that Consultant has satisfied all such background screening requirements for the Minimum Risk and Standard Risk background screenings as required. In addition, for Maximum Risk background screening, Consultant shall furnish to ITS Management Services Administrator for the City’s review and approval such background screenings for any Contract Worker considered for performing services under this Agreement where human safety or facility security is classified as a Maximum Risk level. The subject Contract Worker shall not apply for the appropriate City identification and access badge or keys until Consultant has received the City’s written acceptance of the subject Contract Worker’s Maximum Risk background screening. The City may, in its sole discretion, accept or reject any or all of the Contract Workers proposed by Consultant for performing work under this Agreement. A Contract Worker rejected for work at a Maximum Risk level under this Agreement shall not be proposed to perform work under other City contracts or engagements without City’s prior written approval.

9.4. **TERMS OF THIS SECTION APPLICABLE TO ALL OF CONSULTANT’S CONTRACTS AND SUBCONTRACTS**
Consultant shall include the terms of this Section for Contract Worker background screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

9.5. **MATERIALITY OF BACKGROUND SCREENING REQUIREMENTS; INDEMNITY**
The background screening requirements of this Section are material to City’s entry into this Agreement and any breach of this Section by Consultant shall be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in Section V(3.) of this Agreement, Consultant shall defend, indemnify and hold harmless the City for any and all Claims (as defined in Section V(3.)) arising out of this background screening Section including, but not limited to, the disqualification of a Contract Worker by Consultant or the City for failure to satisfy this Section.

9.6. **CONTINUING DUTY; AUDIT**
Consultant’s obligations and requirements that Contract Workers satisfy this background screening Section shall continue throughout the entire term of this Agreement. Consultant shall notify the City immediately of any
change to a Maximum Risk background screening of a Contract Worker previously approved by the City. Consultant shall maintain all records and documents related to all background screenings and the City reserves the right to audit Consultant’s compliance with this Section.

10. CONTRACT WORKER ACCESS CONTROLS, BADGE AND KEY ACCESS REQUIREMENTS

10.1. A CONTRACT WORKER SHALL NOT BE ALLOWED TO BEGIN WORK IN ANY CITY FACILITY WITHOUT: (1) THE PRIOR COMPLETION AND CITY’S ACCEPTANCE OF THE REQUIRED BACKGROUND SCREENING; AND (2) WHEN REQUIRED, THE CONTRACT WORKER’S RECEIPT OF A CITY ISSUED BADGE. A BADGE WILL BE ISSUED TO A CONTRACT WORKER SOLELY FOR ACCESS TO THE CITY FACILITY(S) TO WHICH THE CONTRACT WORKER IS ASSIGNED. EACH CONTRACT WORKER WHO ENTERS A CITY FACILITY MUST USE THE BADGE ISSUED TO THE CONTRACT WORKER.

10.2. BADGE ACCESS PROCEDURES
An authorized City of Phoenix badge application form is available at the City of Phoenix Badging Office, 251 W. Washington St., 2nd Floor, Phoenix, AZ 85003-1611. Each Contract Worker (as defined herein) who is furnishing Standard Risk (as defined herein) or Maximum Risk (as defined herein) services under this Agreement shall submit to the City of Phoenix, Banking & Cashiering Division, 251 W. Washington, 3rd Floor, Phoenix, AZ 85003-1611: (i) a fully completed and authorized City of Phoenix badge application form; (ii) a check in the initial badge fee amount listed below made payable to the “City of Phoenix”; and; (iii) two forms of identification. One form of identification must be a government issued credential with an accompanying photograph. The second form of identification must be a valid passport; military issued identification card; immigration and naturalized services identification card; social security card; or an original birth certificate. After receipt of the badge application and payment, the Contract Worker will proceed to the badging office for processing of the badge application and issuance of the badge. The City will not process the badge application until the Contract Worker satisfies the required Background Screening (as defined herein). The Contract Worker shall comply with all requirements and furnish all requested information within five (5) business days from initial submission of the badge application or the subject Contract Worker’s badge application shall be rejected.

10.3. KEY ACCESS PROCEDURES
If the Contract Worker’s services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by the Consultant for each key issued. The key issue/return form is available at and the completed form shall be submitted to the badging office at the address above.

10.4. STOLEN OR LOST BADGES OR KEYS
Consultant shall report lost or stolen badges or keys to their local police department and must obtain a police department report (PDR) prior to re-issuance of any lost or stolen badge or key. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fees listed below prior to issuance of a new badge or key.

10.5. RETURN OF BADGES OR KEYS
All badges and keys are the property of the City and must be returned to the City at the badging office within one (1) business day of when the Contract Worker’s access to a City facility is no longer required to furnish the services under this Agreement. Consultant shall collect a Contract Worker’s badge and key(s) upon the termination of the Contract Worker’s employment; when the Contract Worker’s services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.

10.6. CONSULTANT’S DEFAULT; LIQUIDATED DAMAGES; RESERVATION OF REMEDIES FOR MATERIAL BREACH
Consultant’s default under this Section shall include, but is not limited to the following: (i) Contract Worker gains access to a City facility(s) without the proper badge or key; (ii) Contract Worker uses a badge or key of another to gain access to a City facility; (iii) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (iv) Consultant or Consultant submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable Background Screening; or (v) Consultant fails to collect and timely return Contract Worker’s badge or key upon termination of Contract Worker’s employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Consultant acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Consultant agrees to properly cure any default under this Section within three (3) business days from the date notice of default is sent by the City. The parties agree that Consultant’s failure to properly cure any default under this Section shall constitute a breach of this Section. In addition to any other
remedy available to the City at law or in equity, the Consultant shall be liable for and shall pay to the City the sum of one thousand dollars ($1,000.00) for each breach by Consultant of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Agreement in the event that Consultant breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages in the event that Consultant breaches this Section. The parties further agree that three (3) breaches by Consultant of this Section arising out of any default within a consecutive period of three (3) months or three (3) breaches by Consultant of this Section arising out of the same default within a period of twelve (12) consecutive months shall constitute a material breach of this Agreement by Consultant and the City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

10.7. BADGE AND KEY FEES

The following constitute the badge and key fees under this Agreement. The City reserves the right to amend these fees upon thirty (30) days prior written notice to Consultant.

<table>
<thead>
<tr>
<th>Fee Type</th>
<th>Fee Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Badge Fee:</td>
<td>$55.00 per applicant</td>
</tr>
<tr>
<td>Replacement Badge Fee:</td>
<td>$55.00 per badge</td>
</tr>
<tr>
<td>Lost / Stolen Badge Fee:</td>
<td>$55.00 per badge</td>
</tr>
<tr>
<td>Replacement Key Fee:</td>
<td>$55.00 per key</td>
</tr>
<tr>
<td>Lost / Stolen Key Fee:</td>
<td>$55.00 per key</td>
</tr>
<tr>
<td>Replacement Locks</td>
<td>$55.00 per lock</td>
</tr>
</tbody>
</table>
1. **DEFINITION OF KEY WORDS USED IN THE SOLICITATION**

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

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

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

**“May”**
Indicates something that is not mandatory but permissible.

**“Amendment”**
Means a written document issued by the City and signed by the Consultant which alters the contract and identifies the following: (i) a change in the Work (ii) a change in the Contract Amount (iii) a change in the time allotted for performance and/or (iv) an adjustment to the Agreement terms

"City"
The City of Phoenix.

"Contract"
The legal agreement executed between the City of Phoenix, AZ and the Consultant.

"Contracting Authority"
Person(s) responsible for issuing, receiving and evaluating solicitations and recommending award(s). Contracting Authority for this solicitation is listed on front page.

"Contract Representative"
The City employee or employees who have specifically been designated to act as a contact person or persons to the Consultant, and responsible for monitoring and overseeing the Consultant's performance under this Contract.

"Contactor", “Consultant”, “Vendor”
The individual, partnership, corporation, limited liability company, joint venture, or other business entity who, as a result of the competitive process, is awarded a contract by the City.

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

**“Days”**
Means calendar days unless otherwise specified.

**“Deputy Director”**
The Deputy Director over the Department.

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

**“Offer”**
Means Proposal or Quotation or Submittal.

**“Offeror”**
Means a vendor who responds to the RFP.
“Subcontractor”
Means an individual, firm, partnership, corporation, limited liability company, joint venture, or any other business entity having a contract, purchase order, or agreement with the Consultant, or with any Subcontractor, of any tier for the performance of any part of the Agreement. When the City refer to Subcontractor(s) in this document, for the purpose of this Agreement and unless otherwise expressly stated, the term “Subcontractor” includes, at every level, and/or tier, all subcontractors, sub-consultants, suppliers and material men.

“Solicitation”
Means a Request for Proposal (RFP).

“Submittal”
Means Proposal or Quotation or Offer.

“Suppliers”
Firms, entities or individuals furnishing goods or services directly to the City.

“Vendor”
A seller of goods or services.

2. CONTRACT INTERPRETATION
2.1. APPLICABLE LAW
This Contract shall be governed by the law of the State of Arizona, and suits pertaining to this Contract shall be brought only in Federal or State courts in Maricopa County, State of Arizona.

2.2. IMPLIED CONTRACT TERMS
Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

2.3. CONTRACT ORDER OF PRECEDENCE
In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:

2.3.1. Special Terms and Conditions
2.3.2. Standard Terms and Conditions
2.3.3. Statement or Scope of Work
2.3.4. Specifications
2.3.5. Attachments
2.3.6. Instructions to Offerors
2.3.7. Other documents referenced or included in the RFP.

2.4. SEVERABILITY
The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.

2.5. NON-WAIVER OF LIABILITY
The City, as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Consultant agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

2.6. PAROLE EVIDENCE
This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this Contract. No course of prior dealings between the parties and no usage in the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
3. **CONTRACT ADMINISTRATION AND OPERATION**

3.1. **RECORDS**

All books, accounts, reports, files and other records relating to the Contract shall be subject at all reasonable times to inspection and audit by the City for five years after completion of the Contract. Such records will be produced at a City office as designated by the City.

3.2. **CONFIDENTIALITY AND DATA SECURITY**

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

Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Contractor/Consultant must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.

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

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

Contractor/Consultant shall indemnify, defend, save and hold harmless the City and its officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and cost of claims processing, investigation and litigation) for any loss caused, or alleged to be caused, in whole or in part, by Consultant’s or any of its owners’, officers’, directors’, agents’ or employees’ failure to comply with the requirements of this section. This indemnity includes any claim arising out of the failure of contractor/consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

The obligations of Contractor/Consultant under this Section shall survive the termination of this Agreement.

3.3. **EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS**

In order to do business with the City, Contractor/Consultant must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Contractor/Consultant will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790. Contractor/subcontractor further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or assignments of this Contract entered into by contractor/subcontractor.

FOR A CONSULTANT WITH 35 EMPLOYEES OR LESS: Any Contractor/Consultant in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor/Consultant will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Consultant further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement.
Contractor/Consultant further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or subleases of this agreement entered into by supplier/lessee.

FOR A CONSULTANT WITH MORE THAN 35 EMPLOYEES: Any Contractor/Consultant in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Consultant will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor/Consultant further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor/Consultant further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or subleases of this Agreement entered into by supplier/lessee. The Contractor/Consultant further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

Documentation. Contractor/Consultant may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.

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

3.4. LICENSES AND PERMITS
Consultant shall possess at the time of submittal and shall keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Consultant as applicable to this Contract.

3.5. ADVERTISING
Consultant shall not advertise or publish news releases concerning this Contract without the prior written consent of the Department Director, and the City shall not unreasonably withhold permission.

3.6. EXCLUSIVE POSSESSION
All research and materials created, developed, compiled or produced pursuant to or as a result of this contract (including but not limited to all reports) will be considered ordered and commissioned by the City as works made for hire under the copyright laws and made in the course of services rendered.

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

3.7. HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS
The Consultant's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City. The City shall have the right to inspect operations conducted by the Consultant or subcontractor in the performance of this Contract.

3.8. COMPLIANCE WITH LAWS
Consultant agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether or not they are referred to by the City. Consultant agrees to permit City inspection of Consultant's business records, including personnel records to verify any such compliance.

Because the Consultant will be acting as an independent contractor, the City assumes no responsibility for the Consultant's acts.

3.9. CONTINUATION DURING DISPUTES
Consultant agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible,
under the terms of the Contract, the Consultant shall continue to perform the obligations required of Consultant during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

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

3.11. LEGAL WORKER REQUIREMENTS
The City is prohibited by A.R.S. § 41-4401 from awarding an agreement to any Consultant who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Consultant agrees that:

3.11.1. Consultant and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A.
3.11.2. A breach of a warranty under paragraph 1 shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
3.11.3. The City retains the legal right to inspect the papers of the Consultant or subcontractor employee(s) who work(s) on this Agreement to ensure that Consultant or subcontractor is complying with the warranty under paragraph 1.

3.12. LAWFUL PRESENCE REQUIREMENT
Pursuant to A.R.S. §§ 1-501 and 1-502, the City is prohibited from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships or limited liability companies.

4. COSTS AND PAYMENTS
4.1. COMMENCEMENT OF WORK
The Consultant is cautioned not to commence any billable work or provide any material or service under this Contract until Consultant receives a purchase order of otherwise directed to do so, in writing by the City.

4.2. PAYMENT DEDUCTION OFFSET PROVISION
Consultant acknowledges that the City Charter requires that no payment be made to any Consultant as long as there is an outstanding obligation due to the City. Consultant agrees that any obligation it owes to the City will be offset against any payment due to the Consultant from the City.

4.3. LATE SUBMISSION OF CLAIM BY CONSULTANT
The City will not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.

4.4. NO ADVANCE PAYMENTS
Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.

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

4.6. IRS W9 Form
In order to receive payment the Consultant shall have a current IRS W-9 form on file with the City. The form can be downloaded at http://www.irs.gov/pub/irs-pdf/fw9.pdf
5. **CONTRACT CHANGES**

5.1. **CONTRACT AMENDMENTS**
Contracts shall be modified only by a written contract amendment signed by the Department Director and
persons duly authorized to enter into contracts on behalf of the Consultant.

5.2. **ASSIGNMENT - DELEGATION**
No right or interest in this Contract nor monies due hereunder shall be assigned in whole or in part without
written permission of the City, and no delegation of any duty of Consultant shall be made without prior written
permission of the Department Director, which may be withheld for good cause. Any assignment or delegation
made in violation of this section shall be void.

5.3. **NON-EXCLUSIVE CONTRACT**
Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for
the sole convenience of the City. The City reserves the right to obtain like goods or services from another
source when necessary.

5.4. **AUTHORIZED CHANGES**
The City reserves the right at any time to make changes in any one or more of the following: a) specifications; b)
implementation schedule. If the change causes an increase or decrease in the cost of or the time required for
performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for
adjustment shall be deemed waived unless asserted in writing within thirty (30) days from the receipt of the
change. Price increases or extensions of delivery time shall not be binding on the City unless evidenced in
writing and approved by the Department Director prior to the institution of the change.

6. **RISK OF LOSS AND LIABILITY**

6.1. **TITLE AND RISK OF LOSS**
The title and risk of loss of material or service shall not pass to the City until the City actually receives the
material or service at the point of delivery; and such loss, injury, or destruction shall not release Consultant from
any obligation hereunder.

6.2. **ACCEPTANCE**
All service is subject to final inspection and acceptance by the City. Noncompliance shall conform to the
cancellation clause set forth in this document.

6.3. **INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK**
The Consultant shall indemnify and hold harmless the City against any liability, including costs and expenses,
for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of
contract performance or use by the City of materials furnished or work performed under this Contract.

The Consultant agrees upon receipt of notification to promptly assume full responsibility for the defense of any
suit or proceeding which is, has been, or may be brought against the City and its agents for alleged
infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or
appearance of goods by reason of the use or sale of any goods furnished under this Contract and the
Consultant further agrees to indemnify the City against any and all expenses, losses, royalties, profits and
damages including court costs and attorney’s fees resulting from the bringing of such suit or proceedings
including any settlement or decree of judgment entered therein. The City may be represented by and actively
participate through its own counsel in any such suit or proceedings if it so desires. It is expressly agreed by the
Consultant that these covenants are irrevocable and perpetual.

6.4. **FORCE MAJEURE**
Except for payment of sums due, neither party shall 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 shall not include late performance by a subcontractor
unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and
condition.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify
the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify
the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt
and shall make a specific reference to this provision, thereby invoking its provisions. The delayed party shall
SECTION VII: STANDARD TERMS AND CONDITIONS

cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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

6.6. LOSS OF MATERIALS
The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager.

6.7. DAMAGE TO CITY PROPERTY
Consultant shall perform all work so that no damage to the building or grounds results. Consultant shall repair any damage caused to the satisfaction of the City at no cost to the City.

7. WARRANTIES
7.1. QUALITY
Consultant expressly warrants that all goods or services furnished under this Contract shall conform to the specifications and appropriate standards.

7.2. RESPONSIBILITY FOR CORRECTION
It is agreed that the Consultant shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance.

7.3. LIENS
Consultant shall hold the City harmless from claimants supplying labor or materials to the Consultant or its subcontractor in the performance of the work required under this Contract.

7.4. PROFESSIONAL RESPONSIBILITY
Consultant shall use those efforts which a skilled, competent, experienced, and prudent person or organization would use to perform and complete the requirements of this Contract in a timely manner conforming to the standards and quality generally recognized and accepted within the profession throughout the United States.

8. CITY’S CONTRACTUAL RIGHTS
8.1. RIGHT TO ASSURANCE
Whenever one party to this Contract in good faith has reason to question the other party’s intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this Contract.

8.2. NON-EXCLUSIVE REMEDIES
The rights and remedies of the City under this Contract are non-exclusive.

8.3. DEFAULT
In case of default by the Offeror, the City may, by written notice, cancel this Contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the Proposal and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

8.4. COVENANT AGAINST CONTINGENT FEES
Consultant warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee,
excepting bona fide employers or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business. For breach or violation of this warranty, the City shall have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

8.5. **COST JUSTIFICATION**

In the event only one Submittal is received, the City may require that the Offeror submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the proposal price is fair and reasonable.

9. **CONTRACT TERMINATION**

9.1. **GRATUITIES**

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

9.2. **CONDITIONS AND CAUSES FOR TERMINATION**

This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice to Consultant. The City at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Consultant shall submit detailed cost claims in an acceptable manner and shall permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

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

- In the opinion of the City, Consultant provides personnel who do not meet the requirements of the Contract;
- In the opinion of the City, Consultant fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;
- In the opinion of the City, Consultant attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality;
- Consultant fails to furnish the required service and/or product within the time stipulated in the Contract;
- In the opinion of the City, Consultant fails to make progress in the performance of the requirements of the Contract and/or give the City a positive indication that Consultant will not or cannot perform to the requirements of the Contract.

9.3. **CONTRACT CANCELLATION**

All parties acknowledge that this Contract is subject to cancellation by the City pursuant to the provision of Section 38-511, Arizona Revised Statutes.
SECTION VIII: SUBMITTAL OF OFFER

Please complete and submit:

- Two (2) electronic copies (CD or thumb drive) and six (6) printed copies of this entire Submittal Section which includes:
  - The FINANCIAL PRICING PROPOSAL: FEE SCHEDULE pricing page(s)
  - Your narrative Submittal to the Evaluation Criteria as stated in SECTION V
  - Company Information
  - All other documents, if any, required by Section V
  - Any alternative terms, clearly separated and marked as such as an attachment to the Submittal.
  - Any confidential or proprietary information clearly separated and marked as such as an attachment to the Submittal.

Please submit only SECTION VIII and any additional documents as requested above or in SECTION V. Do not submit a copy of the entire RFP document.

Your offer will remain in effect for a period of [120] calendar days from the Proposal opening date and is irrevocable.

1. PROPOSAL REQUIREMENTS

To assure that each Offeror receives full recognition for its capability and experience, the City requires that Proposals be organized into the following major sections:

1.1. Executive Summary of Proposal.

1.2. Narrative in support of required Minimum Qualifications

1.3. Business Experience, Qualifications and References

1.4. Method of Approach

1.5. Project Team Organization Structure and Experience of the Team

1.6. Financial Pricing Proposal EXHIBIT A

1.7. The City will, at its option, not allow exception to any material requirement if, in the opinion of the City, the exception alters the overall intent of this RFP, unless the exception would be of material benefit to the City. Exceptions, conditions, or qualifications to the provisions of the City’s specifications must be clearly identified and provided in the Proposal under this section. Offeror must state the section number, heading and/or paragraph or Term and Conditions that exception is being taken with and why. Reference Page 5, Item 9 of this document.

1.8. Appendices: Proposals may include appendices containing additional information such as standard contracts and agreements and other material the Offeror believes to be valuable to the City in making an informed decision.

1.9. Proposals should not exceed fifty (50) pages, exclusive of the appendices.
2. **OFFER AND ACCEPTANCE:**
The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of this RFPs and any written exceptions in the offer.

Offeror certifies that Offeror has read, understands, and will fully and faithfully comply with this RFPs, any attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

Authorized Signature and date

---

Printed Name and Title

---

3. **OFFEROR’S CONTACT INFORMATION:**

Company Name

---

Address

---

City, State and Zip Code

---

Telephone Number

---

Company’s Toll Free #

---

Email Address

---

Website
EXHIBIT A: FINANCIAL PRICING PROPOSAL

Prices offered in the Offeror’s Submittal or bid shall not include applicable taxes. For purposes of determining the lowest price Proposal or bid, the City will not take any applicable tax into consideration. Once a contract is awarded, all applicable taxes will apply. Applicable taxes, if any, must be listed as a separate item on all invoices submitted to the City and shall remain the sole responsibility of the vendor to calculate and make payment.

Cost is a factor in awarding the contract, however, only those Submittals that meet all the mandatory criteria in the RFP will be given consideration. The contract will not be awarded solely on the basis of price. After a composite score for each Offeror has been established, the pricing score will be considered and additional points will be added to the composite score to determine the RFP total score. The maximum score for price will be assigned to the firm offering the lowest price and proportional scores will be assigned to the other firms.

Complete this chart by indicating in the space provided, all costs associated with providing Professional Services for Water Services Shared Services Technology Assessment and Master Plan. To assure that each Offeror receives full recognition for its pricing proposal, the City requires that Submittals use the following pricing matrix.

<table>
<thead>
<tr>
<th>SOW SECTION</th>
<th>DELIVERABLE</th>
<th>OFFEROR COMMENTS</th>
<th>COST</th>
<th>COMPLETION TIME (DAYS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Shared Services &amp; Master Plan Technology Assessment Water Services Documentation Review</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td>Shared Services ITS Requirements Gathering</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.3</td>
<td>Shared Services &amp; Master Plan Technology Assessment ITS Requirements Gathering</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Shared Services &amp; Master Plan Technology Assessment Comprehensive Data Analysis</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Shared Services and Master Plan Technology Assessment Report, Package and Presentation</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Master Plan Technology Assessment and deliverables</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Comprehensive Needs Analysis</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Technology Master Plan</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Project Management</td>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Also provide an hourly rate for each person proposed for this project for any work in addition to the Statement of Work that may be assigned by the City. No additional work will be permitted beyond the Statement of Work unless expressly authorized, in writing, by the Contract Representative.

<table>
<thead>
<tr>
<th>Consultant</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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</tbody>
</table>
EXHIBIT B: INSURANCE REQUIREMENTS

Consultant and sub consultants shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or sub consultants.

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

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Consultant shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. Commercial General Liability – Occurrence Form: Policy shall include bodily injury, property damage and broad form contractual liability coverage.

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

   a. The policy shall be endorsed to include the following additional insured language: “The City of Phoenix shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant”.

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

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

   a. The policy shall be endorsed to include the following additional insured language: “The City of Phoenix shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant, including automobiles owned, leased, hired or borrowed by the Consultant”.

3. Worker's Compensation and Employers' Liability

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

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

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

4. Professional Liability (Errors and Omissions Liability): The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

   Each Claim $1,000,000
   Annual Aggregate $2,000,000

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

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

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

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

**C. NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Agreement, the Consultant must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided, or canceled for any reason. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission directly to Gloria Elliott, Contracts Specialist II, City of Phoenix Information Technology Services, 251 West Washington Street, 6th Floor, Phoenix, AZ 85003, gloria.elliott@phoenix.gov, 602/534-4119.

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

**E. VERIFICATION OF COVERAGE:** Consultant shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Agreement shall be sent directly to City OF PHOENIX, INFORMATION TECHNOLOGY SERVICES, GLORIA ELLIOTT, CONTRACTS SPECIALIST II, 251 W WASHINGTON STREET, 6TH FLOOR, PHOENIX, AZ 85003. The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY’S RISK MANAGEMENT DIVISION.**

**F. SUBCONSULTANTS:** Consultants’ certificate(s) shall include all sub consultants as additional insureds under its policies or Consultant shall furnish to the City separate certificates and endorsements for each sub consultants. All coverages for sub consultants shall be subject to the minimum requirements identified above.

**G. APPROVAL:** Any modification or variation from the insurance requirements in this Agreement shall be made by the Law Department, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.
EXHIBIT C: SOLICITATION SUBMITTAL CHECKLIST

(NOT NECESSARY TO RETURN CHECKLIST WITH OFFER - For Offeror’s Use Only)

Check off each of the following as the necessary action is completed.

☐ 1. All forms have been signed. All of SECTION VIII: SUBMITTAL OF OFFER and required attachments are included.

☐ 2. All contract terms have been read.

☐ 3. Narrative Portion of the Submittal follows the sequence set forth in SECTION V: EVALUATION REQUIREMENTS.

☐ 4. The prices offered have been reviewed. All blanks have been filled in. The pricing matrix is included with the Submittal.

☐ 5. The resume and other page limitations, if any, have been followed.

☐ 6. The specified number of copies of your offer has been included.

☐ 7. Any addenda have been signed and are included.

☐ 8. The mailing envelope has been addressed to:
   City of Phoenix Information Technology Services
   Gloria Elliott, Contracts Specialist II
   251 W. Washington Street, 6th Floor
   Phoenix, Arizona 85003

   The mailing envelope clearly shows:
   Company’s name and address
   RFP Number: ITS 15-020
   RFP Title: Water Services Shared Services Technology Assessment and Master Plan
   Proposal opening/due date: November 16, 2015

☐ 9. The Submittal will be mailed in time to be received no later than 2:00 p.m. local Phoenix time.

☐ 10. Request for Consideration of Alternate Terms, if needed, is included. See SECTION I: INTRODUCTION, Item 9. Additionally, if requested, the request must also be submitted with the Submittal, must be clearly identified and provided in the Proposal under the Executive Summary section.