REQUEST FOR PROPOSAL ("RFP")

Water Services Department

RFP WSD14-009
CONSULTING SERVICES FOR STORMWATER DATABASE SYSTEMS ANALYSIS AND MIGRATION

Pre-Proposal Conference Date/Time: November 7, 2014 at 10:30 a.m. Arizona time
Pre-Proposal Conference Location: City of Phoenix Water Services Department
Conference Room 9 West
200 W. Washington St. 9th Floor
Phoenix, AZ 85003
* Proposers wishing to attend electronically should contact Michelle Honea for instructions

Proposal due Date and Time: November 25, 2014 by 2:00 p.m. Arizona time
Proposal Submittal Location: City of Phoenix Water Services Department
200 W. Washington St. 9th Floor
Phoenix, AZ 85003

CONTRACT REPRESENTATIVE

Michelle Honea
Contract Specialist II
michelle.honea@phoenix.gov
602-495-5407
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The City of Phoenix Water Services Department is inviting qualified Offerers to submit sealed, written proposals to provide software and business systems analysis, development, and support services required for the migration of business processes, data, and reports between existing software systems, currently in use.

The Scope of Work is set forth in detail in Section III of this RFP.

For this solicitation, the contract representative is: Michelle Honea, Contract Specialist II, michelle.honea@phoenix.gov, 602-495-5407.

Interested Proposers can download the complete solicitation and subsequent addenda from https://www.phoenix.gov/solicitations

Internet access is available at all public libraries. Any interested Proposers without Internet access may obtain this solicitation by calling the contract representative.

The City of Phoenix takes no responsibility for informing recipients of changes to the original solicitation document. It is the Proposer's responsibility to obtain a copy of any amendment relevant to this solicitation. Failure to submit amendments with the solicitation response may be grounds for deeming a submittal non-responsive.

This solicitation is available in large print, Braille, audio tape, or computer diskette. Please call (602) 262-5054/Fax (602) 534-2311 or TTY (602) 534-5500 for assistance.

A. SCHEDULE OF EVENTS:

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<tr>
<td>Proposal Issue Date</td>
<td>October 30, 2014</td>
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<tr>
<td>Pre-Proposal Conference</td>
<td>November 7, 2014 at 10:30 a.m. Arizona time</td>
</tr>
<tr>
<td>Proposer's Written Inquiries Due</td>
<td>November 12, 2014</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>November 25, 2014 by 2:00 p.m. Arizona time</td>
</tr>
<tr>
<td>Evaluation Panel Selection (Estimated)</td>
<td>Mid-December</td>
</tr>
<tr>
<td>City Council Approval (Estimated)</td>
<td>February 2015</td>
</tr>
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City reserves the right to change dates and/or locations as necessary.
SECTION II – SOLICITATION TRANSPARENCY

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 these 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 Proposer) will refrain, from any direct or indirect contact with any person (other than the designated contracting officer) who may play a part in the selection 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, Proposers may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff.

Proposers may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through Michelle Honea, 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 selection of the successful Proposer/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 proposers.

This policy is intended to create a level playing field for all Proposers, assure that contracts are awarded in public, and protect the integrity of the selection process. **PROPOSERS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.**
A. **INTRODUCTION:**
The Stormwater Management (SWM) section of the Environmental Services Division (ESD) is accepting proposals for a vendor to provide software and business systems analysis, development, and support services for a project involving the migration of business processes and software systems between three work groups within the City of Phoenix.

The project focus will be to transfer the business processes, current business data, and reports from the two software systems in use by SWM and the Office of Environmental Programs (OEP), to a third software system in use by the other sections within ESD.

Additionally, there may be a need to develop and deploy ancillary software and hardware components to accommodate all business requirements.

B. **BACKGROUND**
SWM is one of five field sections in ESD tasked with managing and reporting information to maintain compliance with requirements established by federal and state regulatory agencies. SWM’s oversight responsibilities are for the City’s storm drain system, and stormwater management practices of commercial, industrial and residential entities. The goals of SWM’s program are defined by permit requirements, reporting requirements, and business needs.

OEP operates with very similar business requirements and under the same permit but their oversight focus is for City owned facilities and construction-related projects.

SWM and OEP manage their respective stormwater-related business operations using two separate instances of the same application. The software is a custom built client-server application, called STORM. Each group has made modifications and updates to both the interface and data structure to meet their respective business needs. The operating environments for both instances, though, are similar.

The applications utilize SQL Server 2005 for data storage; have a Microsoft Access Visual Basic for Applications (VBA) front-end user interface, and generate reports using Microsoft Access and Microsoft Word.

The other four ESD field sections use a web-based system of applications broadly referred to as iPACS. iPACS uses an Oracle 11g back-end database, an ASP.Net front-end user interface, and Crystal Reports for reports processing. In addition, the following software components are available with the iPACS application: iMAIC for compliance reporting and FAST for field use.

Though the iPACS system is a commercial-off-the-shelf application it has been modified to address the information needs unique to the ESD’s operations. Though most of the customization has been accomplished within the framework of the iPACS application some application changes have required involvement on the part of the vendor and are unique to ESD’s iPACS instance. This will be the case with this project.

C. **OBJECTIVES**
To move the business practices and information from both instances of the STORM application to the iPACS application and, successively, to ensure their respective programs goals are met.

The data and workflow processes in the STORM applications do not share a one-to-one correlation with those in iPACS and not all desired data and workflows are captured by STORM. Therefore, it will be necessary to use the STORM application and current reports as references rather than ultimate objectives.
SECTION III – SCOPE OF WORK

There are approximately 13 core business processes that are supported by SWM (See Figure 1 and Table 1). Most are supported by the STORM application. There are other non-core processes that should be addressed by the iPACS application and need to be included as part of the development of this project.

Though OEP shares similar business processes the data requirements, workflow and report requirements are unique to their operation. Figure 2 and Table 2 identify the present OEP business processes.

The emphasis for the project will be in the following areas and are common to both SWM and OEP:

1) Develop and document required business processes
2) Identify and populate required system and process specific reference data
3) Develop data capture forms
4) Develop required business reports, letters and permits
5) Develop workflow related event services, triggers, and notifications
6) Develop management, analytical, and regulatory reports
7) Import existing business data
8) Resolve application deficiencies and usability issues
9) Develop/improve iPACS mapping/GIS capability
10) Develop and provide targeted training and user documentation
11) Ensure mobile access and data capture

D. PROJECT SCOPE

Unless otherwise stated, the scope requirements apply to both SWM and OEP.

The current iPACS application consists of eight functional areas used to manage business processes data. They are identified as: Site, Permit, Work Order, Monitoring, Inspection, Compliance, Inquiry, and Report.

Each of the SWM and OEP business processes could include one or more sub-processes. The combination of processes and sub-processes will have requirements within one or more of the iPACS functional areas.

The eleven objectives listed below will be the focus of this project. There is no significance to the sequencing. However, items 1-6 are directly involved with identifying and mapping business processes to application processes. It may be practical to view these items as an iterative development effort.

1) Document Business processes and map to iPACS process

There are 23 core business processes that will be reviewed as part of this project. (See tables 1 and 2 and Figures 1 and 2)

Some of the process between the SWM and OEP groups share a similar workflow but will have different data and reporting requirements.

2) Identify and populate required system and process specific reference data
Reference data is strategic for being able to manage and report information. It is applicable to all functional areas of the iPACS application and will be identified during the course of developing and mapping business processes.

3) Develop data capture forms

The iPACS application includes the ability to develop targeted data entry for some of the functional areas. This allows the creation of data entry pages that dynamically change the displayed content based on other information.

For example, a field inspection report could look different from a complaint report so the data entry requirements can be made to be specific to each type of inspection while keeping the workflow the same.

It will be necessary to develop multiple data capture forms based on a particular business process. See table 3 for a partial list. Depending on the process under review, a sample of data requirements may be available; however, most will need to be developed during the project.

4) Develop required business reports, letters and permits

SWM and OEP operations have distinctly different report requirements. Specific needs will be identified during the business process evaluation. Sample reports may be available to refer to during this development. See table 3 for a partial list.

5) Develop workflow related event services, triggers, and notifications

The iPACS application includes the ability to run background processes or event triggers based on the occurrence of an event or on the change of data. Each business process may require one or more triggers or notifications to address specific requirements.

These should be identified during the business process mapping and must be included as part of the development for the workflow.

6) Develop management, analytical and regulatory reports

The administrative and regulatory reports requirements for SWM and OEP are unique and the specific needs of each will need to be evaluated. Sample reports may be available for reference. See table 3 for a partial list of reports.

7) Import existing business data

Data migration from both instances of the STORM production databases will be required.

There is no expectation that all data will be migrated but we will make the determination before and during the course of the project.

For purposes of this project, a data set from one or both data sources, as the case may be, will be migrated into the iPACS test or development environment and validated. Any changes made to the migration process will require revalidation.
SECTION III – SCOPE OF WORK

A final data transfer will occur when it is determined that all items in the scope of this project are sufficiently complete, after user training has occurred, and a halt of the data entry into both STORM instances is in effect.

8) Resolve application deficiencies and usability issues

SWM is in the process of identifying usability issues with the iPACS application. These include moving, renaming, adding, deleting, or changing sequences of objects on pages. It is expected that we will identify other similar items during the course of this project. All of these items will need to be submitted to and addressed by the iPACS application vendor.

9) Develop and provide targeted training and user documentation

Training and user documentation developed will be specific to the business processes identified in this project. Between SWM and OEP approximately 30 staff will require training. Because training will target specific processes, not all users will require the same training and a schedule identifying requirements will be developed in cooperation with the SWM, OEP and the project vendor.

Staff training will be completed at our office using one of the two training facilities. The vendor may choose to conduct the training either on-site or through the use of a web-hosted service. Training via a hosted service would be the responsibility of the vendor.

The preferred training facility has capacity for six students and one instructor, or seven students if a web hosted session is used. The other facility can accommodate 12 students and one instructor but requires scheduling well in advance.

Editable electronic versions of all training documents will be provided upon completion of this project.

10) Ensure Mobile access interface and hardware recommendation/specification.

Recommend a reliable data access and data capture solution, using wireless enabled portable devices, which use the current or a new interface and is in-line with business requirements.

The solution should specifically address the recommended hardware and whether the current iPACS interface or a new interface should be used.

E. CITY PROVIDED RESOURCES

1. Documentation
Documents relevant to the success of the project and that are readily obtainable will be made available. These documents include the current stormwater permit, standard operating procedures, sample reports, letters, data entry forms, etc.

2. Staff
   - ESD SWM Program subject matter experts
   - Construction and Water Services facility operations subject matter experts
   - Technical support and systems administration
   - OEP subject matter experts
3. **Other**

   The current iPACS configuration comprises servers supporting a production and a test environment. The production environment will only be used as a point of reference during the analytical and development phases of the project. The test environment will be available to deploy and test modifications as it is a direct mirror of the production environment. However, because it is possible that fixes to the production system could occur and will need testing during the course of this project a third development environment will be provided by the City. This environment will be of identical configuration to the production and test environments but will not include as many server resources.

   For purposes of developing, testing, and training one or more workstations will be made available at our facility. Access to the workstations and servers will also be possible via a City provided VPN client connection.
SECTION III – SCOPE OF WORK

Prioritize Facilities
IDDE Inspection
Outfall Inspection
Facility Inspection
Construction/Post-Construction Inspection
Issue Permit
Complaint
Outreach
Requirements
Enforcement
Track Program Goals
Generate Reports
Wet Weather Monitoring
Table 1 – SWM Activities and STORM status summary

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<th>Activities</th>
<th>Description</th>
<th>Status</th>
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</thead>
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<tr>
<td>Prioritize facilities</td>
<td>Team members utilize numerous data input lists and prioritization rules to generate one complete list of facilities requiring inspections for the COP.</td>
<td>Not part of STORM. Currently a manual process.</td>
</tr>
<tr>
<td>Illicit Discharge Detection and Elimination (IDDE) inspection</td>
<td>Field inspections of illicit discharges that may result in a need to perform a facility inspection.</td>
<td>Current support in STORM.</td>
</tr>
<tr>
<td>Facility inspection</td>
<td>Field inspections of facilities used to determine compliance and, if necessary, follow-up activities.</td>
<td>Current support in STORM. However, many aspects of the process are manual, including the merging of field data back into the system following an inspection.</td>
</tr>
<tr>
<td>Outfall inspection</td>
<td>Field inspections of outfalls that assist with determining compliance, and may result in an IDDE Inspection.</td>
<td>Current support in STORM.</td>
</tr>
<tr>
<td>Construction / Post-Construction Project Inspection</td>
<td>Team members identify and track projects and conduct, at a minimum, an active and a post-construction.</td>
<td>Not part of STORM. Currently a manual process.</td>
</tr>
<tr>
<td>Complaint Inspections</td>
<td>Field inspections to investigate a complaint of illicit discharge or other activities.</td>
<td>Current support in STORM.</td>
</tr>
<tr>
<td>Enforcement</td>
<td>Follow-up enforcement activities of inspections that may result in a number of different outcomes including notices, citations, show cause letters, and fines.</td>
<td>Minimal support in STORM using status flags.</td>
</tr>
<tr>
<td>Permits</td>
<td>Initiated from one of several inquiry types, this activity results in the recording and issuing of permits.</td>
<td>Minimal support in STORM.</td>
</tr>
<tr>
<td>Outreach</td>
<td>Public awareness, outreach, activities are tracked for reporting purposes and include the following: public presentations, hand-outs, installation of pollution awareness markers (PAM) and billboards.</td>
<td>Minimal support in STORM.</td>
</tr>
<tr>
<td>Monitor program goals</td>
<td>Activities to monitor the team’s performance against the program goals.</td>
<td>Minimal support in STORM.</td>
</tr>
<tr>
<td>Business reports</td>
<td>In part, the goals of these activities are to generate reports that identify non-filers and to generate content for the annual report.</td>
<td>Minimal support in STORM. Many issues with data reliability.</td>
</tr>
<tr>
<td>Wet weather monitoring</td>
<td>This activity involves retrieving sample data from Laboratory Information Management System (LIMS) and comparison to water quality standards for use in reporting.</td>
<td>Not supported in STORM.</td>
</tr>
</tbody>
</table>
Prioritize Facilities

Track Non-OEP Permit

Generate Reports

Facility Inspection

Enforcement

Construction/Post-Construction Inspection

Requirements (Corrective Actions)

Facilities Inventory (MFI, Construction…)

Employee

Spills

Track Non-OEP Permit

Monitor Program Goals

Generate Reports

OEP Business Processes
### Table 2 – OEP Activities and STORM status summary

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<th>Description</th>
<th>Status</th>
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<td>Municipal Facility Inventory (MFI)</td>
<td>Team members monitor departmental activities and add/remove/revise department facilities to the current inventory of facilities subject to the MS4 permit, referred to in the permit as the Municipal Facility Inventory (MFI). This evolving inventory is required to have 7 specific data elements* in addition to facility name and address. The MFI currently consists of just over 300 facilities.</td>
<td>Currently all required data exists in STORM. However, to create printable complete list of the MFI, which is required to be submitted with permit supplements, requires maintaining the list also as a standalone Excel spreadsheet.</td>
</tr>
<tr>
<td>Prioritize high-risk facilities</td>
<td>Team members utilize numerous data input lists and prioritization rules referenced in the city’s MS4 Permit to generate a subset list of municipal facilities that are considered high-risk. These high-risk facility inspections have different requirements and frequencies than other facilities on the MFI. This is an ongoing process that is also one of the outputs of the Facility Inspection Process.</td>
<td>Process for determining high-risk facilities is not automated by STORM; however, there are questions in STORM inspection checklists that guide inspectors in decision making process. Once a facility is prioritized as high-risk by a team member, it is identified as such by STORM in a separate data field, which the team member inputs manually into a facility data field.</td>
</tr>
<tr>
<td>Facility inspection</td>
<td>Field inspections of facilities used to determine compliance and, if necessary, follow-up activities. Facilities follow multiple inspection schedules, depending on department and facility category (“regular MFI facility” or “High-Risk Facility”).</td>
<td>Current support in STORM to create and manage inspections and inspection data, generate inspection reports for customer, and track compliance findings associated with each project. However, many aspects of the process are manual, including the merging of field data back into the system following an inspection.</td>
</tr>
<tr>
<td>Requirements (Corrective action activities)</td>
<td>Team members follow up on status of inspection corrective action items and recommendations. This generally consists of written correspondences documenting corrective action progress – from start through final verification from site staff that corrective actions have been completed or closed. This applies to both municipal facility inspections and construction project inspections.</td>
<td>Tracked in STORM: status (open or closed), target completion (due) dates, and actual completion dates. Associated documentation are uploaded and attached to the associated inspection.</td>
</tr>
<tr>
<td>Enforcement</td>
<td>Follow-up enforcement activities of inspections that may result in a number of different outcomes.</td>
<td>Minimal support in STORM using status flags.</td>
</tr>
<tr>
<td>Construction / Post-Construction Project Inspection</td>
<td>Team members identify and track projects and conduct active construction and post-construction inspections.</td>
<td>STORM is used to track, create and manage inspection checklists, data, and compliance findings associated with each project.</td>
</tr>
</tbody>
</table>
### Regulatory Permits and Plans tracking

This activity results in merely recording a facility’s active permits and plans and respective expiration dates. Typical information tracked is air quality permits, spill prevention control and countermeasures (SPCC) plans, tier 2 reports, and construction stormwater permits.

Minimal support in STORM. Permit numbers and expiration dates are a data field associated with any facility or construction project.

### Monitor program goals

Activities to monitor the team’s performance against the program goals.

Minimal support in STORM, other than tracking number of inspections to compare against permit’s numeric goal.

### Business reports

The goal of these activities are to generate reports that help identify inspection scheduling needs, compliance trends to target departments and types of facilities that may need additional attention and to generate content for the MS4 annual report.

Supported by several customized reports and search functionalities in STORM.

### Spill tracking and reporting

Team tracks and maintains an annual inventory of all spills at municipal facilities or on city property/infrastructure that occur in outside areas that could be considered a reportable event. Required per MS4 permit.

Not currently part of STORM, but would like system to incorporate tracking municipal operations spills as a separate type of event, that may be associated with a specific facility, but not necessarily always.

---

**MFI required searchable data fields include:** Facility Name, address, SIC, Department, contact name / info, latitude and longitude, operational status, brief list of activities that at facility that can impact stormwater, high-risk / prioritization status, and last inspected date.
Table 3 – Data Capture Forms and Reports
Table 3 provides description of some of the data capture forms and reports that will need to be developed for this project. This is not a complete list as it does not reflect the requirements for the business processes that will be created or improved as part of this development, which could add an additional 20% to the number of forms and reports.

<table>
<thead>
<tr>
<th>Data Capture Forms</th>
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</thead>
<tbody>
<tr>
<td>Facility Inspection Form</td>
</tr>
<tr>
<td>Outfall Inspection Form</td>
</tr>
<tr>
<td>Field Screening Form</td>
</tr>
<tr>
<td>Complaint Inspection Form</td>
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<tr>
<td>IDDE Inspection Form</td>
</tr>
<tr>
<td>Exceedance Event Inspection Form</td>
</tr>
<tr>
<td>Wet Weather Monitoring Event Form</td>
</tr>
<tr>
<td>Construction / Post-Construction Inspection Form</td>
</tr>
<tr>
<td>Permit Request</td>
</tr>
<tr>
<td>Outreach Event Form</td>
</tr>
<tr>
<td>BMP Checklist Questions</td>
</tr>
<tr>
<td>NPP Checklist Questions</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Reports, Letters, and Permits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inspection Report</td>
</tr>
<tr>
<td>Discharge Permit</td>
</tr>
<tr>
<td>Inspection Letter – No potential to pollute (NPP)</td>
</tr>
<tr>
<td>Inspection Letter – Requirements</td>
</tr>
<tr>
<td>Notice of Concern Letter</td>
</tr>
<tr>
<td>Notice of Violation Letter</td>
</tr>
<tr>
<td>Show Cause Letter</td>
</tr>
<tr>
<td>Status Letter</td>
</tr>
<tr>
<td>Construction Inspection Report</td>
</tr>
<tr>
<td>Post-Construction Inspection Report</td>
</tr>
<tr>
<td>Closure Letter (three different types: NPP, no problems, problems corrected to acceptable level)</td>
</tr>
<tr>
<td>Informational Letter</td>
</tr>
<tr>
<td>Stormwater Management Plan Review Letter</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Management, Analytical, and Regulatory Reports</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilities Inventories</td>
</tr>
<tr>
<td>Inspections Summary</td>
</tr>
<tr>
<td>Requirements (Corrective Actions) Summary</td>
</tr>
<tr>
<td>Weekly Report</td>
</tr>
<tr>
<td>Wet Weather Exceedance Report</td>
</tr>
<tr>
<td>Outfall Report (Summary of # Major; # priority; # with flow)</td>
</tr>
<tr>
<td>Outfall Report (List of Major Outfalls)</td>
</tr>
<tr>
<td>Outfall Report (List of Priority Outfalls; basis for listing – impaired, flow, etc.)</td>
</tr>
<tr>
<td>Outfall Inspection Report (Summary of outfall inspections per time frame &amp; results)</td>
</tr>
<tr>
<td>Outfall Inspections (Pending)</td>
</tr>
<tr>
<td>Outfall Report/Field Screening Results (triggers)</td>
</tr>
<tr>
<td>Dry Weather Flow Report (list of outfalls w/flow; status – eliminated; allowed; permitted, etc.)</td>
</tr>
</tbody>
</table>
### SECTION III – SCOPE OF WORK

<table>
<thead>
<tr>
<th>IDDE Report (investigations; findings; status – identified, eliminated, etc.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distance storm drain inspections (miles visually inspected)</td>
</tr>
<tr>
<td>Cross connections</td>
</tr>
<tr>
<td>Illicit Connections and Illicit Discharges</td>
</tr>
<tr>
<td>IDDE – Corrective/Enforcement Action History (action w/n 60 days; closed w/n one year)</td>
</tr>
<tr>
<td>Illicit Discharge Reports (complaints) – number; type; % responded to; time to respond; % w/n 15 days</td>
</tr>
<tr>
<td>Industrial Inspections (List and summary by facility type – SARA, RCRA, Landfill, Priority, Referral, etc.; Re-inspection, both for cause and random)</td>
</tr>
<tr>
<td>Industrial Facility Enforcement (summary of inspections, NOCs, NOVs, Show Cause, Citations, fines, % closed w/n one year, etc.)</td>
</tr>
<tr>
<td>Outreach Report (what, where, when, how many people, how many handouts, etc.)</td>
</tr>
<tr>
<td>Pollution Awareness Markers</td>
</tr>
<tr>
<td>Inspector Activity Report</td>
</tr>
<tr>
<td>Non-Filer Report</td>
</tr>
<tr>
<td>Construction / Post-Construction Inspection Report</td>
</tr>
</tbody>
</table>
A. 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 proposer fails to provide recommended information, the City may, at its sole option, ask the proposer to provide the information or evaluate the offer without the information.

May: Indicates something that is not mandatory but permissible.

B. PRE-PROPOSAL CONFERENCE:
If scheduled, the date and time of a Pre-Proposal Conference is indicated on the cover page of this document. Attendance is encouraged even if the Pre-Proposal Conference is designated as voluntary. Written minutes and/or notes will not be available. The purpose of this conference will be to clarify the contents of this Request for Proposals in order to prevent any misunderstanding of the City’s position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal.

C. PROPOSER INQUIRIES:
All questions that arise relating to this RFP shall be directed in writing to the Department contract representative designated in the Introduction to this RFP – michelle.honea@phoenix.gov

To be considered, written inquiries shall be received at the above address by the date indicated in Section I(A) above (Schedule of Events). Inquiries received will then be answered by an addendum and published at the Department website:

https://www.phoenix.gov/solicitations

No informal contact initiated by Proposers 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.

D. AMENDMENT OF REQUEST FOR PROPOSAL:
The Proposer shall acknowledge receipt of a Request for Proposal addendum by signing and returning the document by the specified due date and time. It is the Proposer’s responsibility to obtain a copy of any addendum relevant to this solicitation. Failure to submit addenda with the solicitation response may be grounds for deeming a submittal non-responsive.

E. FAMILIARIZATION OF SCOPE OF WORK:
It is the responsibility of all proposers to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time. The Proposer 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 proposal 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.
SECTION IV – INSTRUCTIONS TO PROPOSERS

F. PREPARATION OF PROPOSAL:
1. All proposals shall be on the forms and in the format set forth the Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
2. The Offer and Acceptance page and any solicitation addenda must be signed and returned with the proposal.
3. The Offer and acceptance page shall be signed by a person authorized to submit an Offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to provide the service specified herein.
4. Erasures, interlineations, or other modifications of your proposal shall be initialed in original ink by the authorized person signing the proposal.
5. In case of error in the extension of price in the proposal, unit price shall govern, when applicable.
6. Periods of time, stated as a number of days, shall be in calendar days.
7. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation. All materials and proposals submitted in response to this solicitation become the property of the City and will not be returned.

G. PROPOSAL FORMAT:
The written proposal shall be signed by an individual authorized to bind the Proposer. The proposal 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 period. Please see Section IX – Submittal, for further information. Each response shall be:

1. Typewritten for ease of evaluation.
2. Submitted in an 8½ x 11 inch loose leaf three-ring binder preferably using double-sided copying and at least 30% post-consumer content paper.
3. Set forth in the same sequence as identified in Section IX – Submittal (i.e., Proposers should respond to this RFP in sequence and each narrative response should reference the applicable section of Evaluation Requirements).
4. Signed by an authorized representative of the Proposer.
5. Submitted with the name(s), title, and telephone number of the individual(s) authorized to negotiate a contract with the City.
6. Appended with any exceptions to the Terms and Conditions clearly stated. See Section IV(H) below.

H. REQUEST TO MODIFY THE CONTRACT PROVISIONS:
A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City’s Request for Proposal, including, but not limited to, the specifications, scope of work and any terms and conditions. Proposers who wish to propose modifications to the contract provisions must submit a “Request for Consideration of Alternate Terms.” See Submittal, #10 on Solicitation Response Checklist. The written request for modification must be received by the Department contact listed on the front of this solicitation, at least seven (7) calendar days prior to the proposal due date. The City may issue an addendum to this solicitation of any approved specification changes. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or Director’s designee. If a proposal or offer by Proposer is returned with modifications to the contract; the contract provisions contained in the City’s Request for Proposal shall prevail unless the Proposer’s proposed alternative provisions are expressly approved in writing by the Director or designee.
I. PUBLIC RECORD:
All proposals submitted in response to the Request for Proposal 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.

J. CONFIDENTIAL INFORMATION:
The City of Phoenix is obligated to abide by all public information laws. If a Proposer believes that a specific section of its proposal is confidential, the Proposer shall isolate the pages marked confidential in a specific and clearly labeled section of its proposal. The Proposer 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.

K. CERTIFICATION:
By signature in the offer section of the Offer and Submittal page in Section IX Proposer certifies:
1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. Proposer will not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
3. Proposer 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.
4. Proposer is financially stable and solvent and has adequate cash reserves to meet all financial obligations while waiting reimbursement from the City.

L. 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:
Proposer’s Name
Proposer’s Address (as shown on the Certification Page)
RFP Number
RFP Title
Proposal Opening Date

All proposals must be completed in ink or typewritten. Include the number of copies indicated in the Submittal, Section IX.

M. LATE PROPOSALS:
Late proposals shall be rejected regardless of the reason, including mail delivery problems beyond Proposer’s control. Proposers mailing their responses should allow sufficient time to insure delivery by the date and time specified.

N. NON-RESPONSIVE PROPOSALS:
Proposals deemed non-responsive will not be evaluated or considered for award.
1. The following proposals will not be evaluated:
   • Proposals submitted unsigned.
   • Proposals that do not conform to minimum specifications stated in the scope of work.
   • Proposals submitted without complete pricing.
   • Proposals that contain altered or conditional cost information.
SECTION IV – INSTRUCTIONS TO PROPOSERS

- Proposals submitted by a Proposer 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.

2. Proposals may be deemed non-responsive at any time in the evaluation process if in the sole opinion of the City:
   - Proposer does not meet the minimum required skill, experience or other conditions or terms set forth in this RFP.
   - Proposal does not comply with submission requirements including any page limits.
   - Proposer does not have a past record of sound business integrity and a history of fulfilling contractual obligations.
   - Proposer is not financially stable, solvent, or have cash reserves to meet all financial obligations while waiting reimbursement from the City. (A Proposer 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 Proposer’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.

O. 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 Scope of Work in this RFP.

In addition, the committee MAY request a formal presentation from the highest ranked Proposers before a final recommendation is made. If presentations are requested and presented, the evaluation team will re-convene, review, and re-score the evaluation categories based on the expanded information.

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 Proposer 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 Proposer 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 proposers, 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.
SECTION IV – INSTRUCTIONS TO PROPOSERS

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

Q. 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.

R. DISCUSSIONS:
The City reserves the right to conduct discussions with Proposers 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 Proposer is the contract representative listed on the front of this proposal. The contract representative shall document any such discussion in the City’s file.

S. WITHDRAWAL OF OFFER:
At any time prior to the solicitation due date and time, a proposer (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.

T. 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 Proposer shall be read. Proposals and other information received in response to the Request for Proposal 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 recommendation has been posted on the City’s website:

https://www.phoenix.gov/finance/business-opportunities/bid-awards-and-recommendations

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

V. CITY’S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST:
The City reserves the right to disqualify any proposer 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 proposer submitting a proposal herein waives any right to object now or at any future time, before any body or agency, including but not limited to, the City Council of the City of Phoenix or any court.

W. AWARD:
The Proposer 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: (1) waive any immaterial defect or informality; or (2) reject any or all proposals or portions thereof; or (3) reissue a solicitation.
The City may require the selected Proposer to participate in negotiations and to submit such cost, technical or other revisions of the submittals as may result from negotiations. The City shall draft all final contracts and documents that result from this RFP. The language contained in this RFP and the selected Proposer’s offer will form the basis of any resulting contract. However, this RFP does not commit the City to enter into a contract, to pay any costs incurred in the preparation of a submittal to this RFP or in subsequent negotiations, or to procure a contract.

X. **EMPLOYEE IDENTIFICATION:**
Proposer agrees to provide an employee identification number or social security number to the City of Phoenix for the purposes of reporting to appropriate taxing authorities, monies paid by the City of Phoenix under the awarded contract. If the federal identifier of the Proposer 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.
A. EVALUATION CRITERIA AND FORMAT:

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

- Experience and Qualifications: 400 points
- Pricing: 350 points
- Method of Approach: 250 points

Total available points: 1000 points

The narrative portion and the materials presented in response to this Request for Proposal shall be submitted with the Price component as set forth in the Submittal, Section IX and follow the same order as requested and must contain, at a minimum, the following:

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

   b. Key Personnel:
      List the proposed key members of staff to be assigned to the City’s contract including their roles and estimated participation in delivering the services.

      Attach resumes of the Key personnel that will be assigned to these services. Include certifications, education and training. Resumes shall state clearly any experience specifically related to the Scope of Work and list any similar work successfully completed. [Limit three pages per resume.]

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

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

   d. Government/Corporate Experience:
      State your firm’s experience in providing services to large public entities or large corporate entities, specifically noting experience in the area of customer contact
centers and utility billing operations. List other government contracts that you have now or have had in the past five years including the City of Phoenix.

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

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

2. **METHOD OF APPROACH:**
   Describe method of approach to satisfy the requirements of this solicitation. This should be accomplished by addressing the Scope of Work requirements and should include sufficient information to demonstrate Consultant's methods. Proposer may utilize a written narrative or other printed technique to demonstrate the ability to satisfy the Scope of Work.

   a. **Milestones:**
      Provide a list of milestones and proposed deliverables for each milestone related to the task list provided in Section IX, A. Pricing Component.

   b. **Work Schedule:**
      Provide a schedule of work consistent with the requirements of the Scope of Work.

   c. **Customer Service – Availability:**
      Provide an estimate of key personnel time on each major step. State the work schedule (days and hours) that the contract representative will be available and the anticipated turn-around time for returning phone calls.

      State the availability of assigned personnel to perform the work according to the timing/needs of the City. Provide a brief assessment of the current workload and capacity of the Proposer to carry out the Scope of Work.

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

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

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

3. **PRICE PROPOSAL:**
   Proposers shall submit prices in accordance with the Price Component included herein in
the Submittal, Section IX which MUST be completed by the Proposer. The pricing stated herein must be a firm fee. 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 Scope of Work.

B. GENERAL:
   1. Interviews/Demonstrations:
      The City reserves the right to conduct interviews with some or all of the Proposers at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event they are conducted, information provided during the interview shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Proposer for the costs associated with the interview process.

      Interviews, if scheduled, will be held at a time and place specified by the City. Each of the Proposer’s key project team members, including any subcontractors who will be assigned to the project, are strongly encouraged to attend the interview/demonstration.

   2. 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 proposer submitting a proposal including, without limitation, information provided by former employees and/or creditors.

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

   4. Overall Evaluation of the Proposal Response:
      The overall completeness, accuracy and quality of the proposal may be taken into consideration when evaluating the qualifications and experience.

   5. Required Agreements:
      Any required agreements, to include any required for third party software, must be submitted at time of proposal submission.
PROTEST PROCESS
Staff recommendations to award the contract(s) to a particular bidder or offeror shall be posted:

https://www.phoenix.gov/finance/business-opportunities/bid-awards-and-recommendations

Any unsuccessful bidder may file a protest no later than 7 calendar days after the recommendation is posted on the website. All protests shall be in writing, filed with the Contracting Authority identified in the solicitation and include the following:

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

The 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.
Proposer’s offer is subject to the following special terms and conditions.

A. **METHOD OF INVOICING:**
   Invoices must include the following:
   1. City contract agreement number.
   2. Description of services.
   3. Applicable tax and fees, itemized separately.
   4. Invoice number and date.

B. **METHOD OF PAYMENT:**
   The City will pay fees as incurred and as stated in Section VIII, Standard Terms and Conditions.

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

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

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

1. **Minimum Scope and Limits Of Insurance:**
   Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.
SECTION VII – SPECIAL TERMS AND CONDITIONS

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

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

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

b. Worker's Compensation and Employer's Liability
Contractor shall provide Workers' Compensation Statutory Employers' Liability

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

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

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

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

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

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

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

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

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

3. Notice of Cancellation:
For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice shall be mailed, emailed,
hand-delivered or sent by facsimile transmission to City of Phoenix Water Services Department, 200 W. Washington St. 9th Floor, Phoenix, AZ 85003, Attn: Michelle Honea, Fax 602-534-1090.

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

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

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

All certificates required by this Contract shall be sent directly to the City of Phoenix Water Services Department, 200 W. Washington St. 9th Floor, Phoenix, AZ 85003, Attn: Michelle Honea, Fax 602-534-1090). The City solicitation or contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

6. **Subcontractors:**
Contractors’ certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

E. **PERFORMANCE INTERFERENCE:**
Contractor shall notify the department contact 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. Department Contact: Michelle Honea, 602-495-5407.

F. **CONTRACTOR'S PERFORMANCE:**
Contractor 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. Contractor 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 Contractor.
The Contractor will have ten 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 Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the Contract for default.

G. **ACCOUNT STAFFING:**
The Contractor agrees to assign experienced personnel to provide for successful and timely accomplishment of the Scope of Work. The City reserves the right at any time and for any reason during the Contract to reject any Contractor staff from performing services on behalf of the City.

H. **TIME IS OF THE ESSENCE:**
The parties agree that time is of the essence in the performance of the Scope of Work.

I. **EMPLOYEE IDENTIFICATION AND ACCESS:**
Except as set forth in Sections VII(K) and VII(L) Contractor 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 Contractor employees are allowed on the premises of the City of Phoenix buildings. Contractor 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 Contractor employee.

J. **CONTRACT WORKER ACCESS CONTROLS, BADGE AND KEY ACCESS REQUIREMENT**
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; (2) 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.

Contract workers who will be assigned to this contract must complete a badge data form and sign a waiver for a background check which Contractor must submit to the City prior to providing any services. Upon successful completion of the required background checks, access badges will be issued to the contract workers. Each individual who accesses a Water Services Department secure site must use this badge for entry; this is mandatory. Any new contract workers assigned to this contract must follow the above procedures. Addition(s) and deletion(s) of contract workers must be submitted in writing to the City of Phoenix Water Services Security Supervisor. All costs for the check will be paid for by the Water Services Department.

Contract workers also must adhere to the City’s substance abuse policy and regulations relating to the prohibition of alcohol or drug use. Contractor is responsible for expenses incurred for pre-employment drug screening and any subsequent screening for reasonable suspicion of use. The City requires a 10 point screen and shall be furnished with the results of all tests.

**KEY ACCESS PROCEDURES**
If the contractor 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 contractor for each key issued. The key issue/return form is available and the completed form shall be submitted to the badging office.
STOLEN OR LOST BADGES OR KEYS
Contractor 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 fee listed below prior to issuance of a new badge or key.

RETURN OF BADGE 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 (excluding weekends and City holidays) of when the contract worker’s access to a City facility is no longer required to furnish the services under this agreement. Contractor shall collect a contract worker’s badge and key(s) upon the termination of the contract worker’s employment; when the contractor worker’s services are no longer required at a particular City facility(s); or upon termination, cancellation or expiration of this agreement.

CONTRACTOR’S DEFAULT; LIQUIDATED DAMAGES; RESERVATION OF REMEDIES FOR MATERIAL BREACH
Contractor’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) Contract worker or contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable background screening; or
(v) Contractor fails to collect and timely return contract worker’s badge or key upon termination of contract worker’s employment, reassignment of contract worker to another City facility or upon the expiration, cancellation or termination of this agreement.

Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, contractor agrees to properly cure any default under this section within three (3) business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that contractor’s failure to properly cure any default under this section shall constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the contractor shall be liable for and pay to the City the sum of one thousand dollars ($1,000.00) for each breach by contractor in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this agreement in the event that contractor breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City’s actual damages in the event that contractor breaches this section. The parties further agree that three (3) breaches by contractor in this section arising out of any default within a consecutive period of three (3) months or three (3) breaches by contractor in 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 contractor and the City expressly reserves all of its rights, remedies and interests under this agreement, at law and in equity including, but not limited to, termination of this agreement.

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 contractor.

Replacement Badge Fee: $55.00 per badge
Lost/Stolen Badge Fee: $55.00 per badge
Replacement Key Fee: $55.00 per key
Replacement Locks: $55.00 per lock

K. LIMITATION OF LIABILITY
CITY WILL NOT BE LIABLE TO CONSULTANT OR ANY OTHER PARTY FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing limitation of liability is independent of any exclusive remedies for breach of warranty set forth in this Agreement.

L. DOCUMENT DELIVERY
All documents, together with all unused materials supplied by the City, are to be delivered to the City upon completion or termination of this Agreement before the final payment is made to Consultant. All documents prepared by Consultant shall be prepared in a format and at a quality approved by the City.

Consultant shall review all documents provided by the City related to the performance of the Services and shall promptly notify the City of any defects or deficiencies discovered in such review. Consultant shall provide timely and periodic submittals of all documents required of Consultant, including sub-agreements, if any, as such become available to the City for review.

M. RESERVATION
Nothing in this Agreement shall be interpreted to give either party any rights whatsoever to any Intellectual Property of the other not conceived, created, developed, or reduced to practice pursuant to this Agreement.

N. WARRANTY AGAINST INFRINGEMENT
Consultant warrants that the Deliverables will be free of the rightful claim of any third party by way of infringement or misappropriation of patent, copyright, trade secret, trademark or other rights arising under the laws of the United States. Consultant further warrants that no act or omission of Consultant will result in a third party holding a claim (other than infringement) that interferes with the City’s enjoyment of the Deliverables.

Consultant warrants that it owns or possesses the necessary rights, title and licenses necessary to perform its obligations hereunder.

Consultant warrants that, as of the Effective Date and throughout the Term, Consultant has not conveyed any rights or licenses to any third party regarding the Deliverables.

O. WARRANTY ON DELIVERABLES
Consultant warrants the Deliverables (including hardware, electrical, electronic, mechanical, and all other system components, including installation, but excluding software), for a period of one (1) year starting with the date of final system acceptance (the “Warranty Period”), to be substantially free of any condition which would make the system fail to perform other than in material accordance with the requirements set forth (each such condition to be considered an
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“Error”). Consultant specifically warrants that all software (also a Deliverable) shall be free of any condition which could make it fail to perform other than in material accordance with the specifications (each such condition to be considered an “Error”) for a period of 9 months after actual installation of the software. If the City reports to Consultant any Errors in the system during the Warranty Period, then Consultant shall, at its expense, use reasonable commercial efforts to modify or replace the faulty hardware, software, electrical component or other system feature as quickly as reasonably practicable. Where possible, both parties shall attempt to resolve Errors through telephone instruction, issuance of updated documentation, corrective code, or hardware replacement or modification.

P. ACCEPTANCE OF DELIVERABLES
Final acceptance of Deliverables shall be provided only after successful completion of testing of the Deliverables. Final acceptance shall not occur until all phases of implementation have been successfully performed.

Q. MUTUAL NON-DISCLOSURE
Each party (the “Disclosing Party”) may from time to time during the term of this Agreement disclose to the other party (the “Receiving Party”) certain non-public information regarding the Disclosing Party’s business, including technical, marketing, financial, personnel, planning, and other information (“Confidential Information”). The Disclosing Party shall mark all such Confidential Information in tangible form with the legend ‘confidential’, ‘proprietary’, or with similar legend. With respect to Confidential Information disclosed orally, the Disclosing Party shall describe such Confidential Information as such at the time of disclosure, and shall confirm such Confidential Information as such in writing within thirty (30) days after the date of oral disclosure. Regardless of whether so marked, however, any non-public information regarding the software used in the Deliverable shall be deemed to be Confidential Information.

Except as expressly permitted by this Agreement, the Receiving Party shall not disclose the Confidential Information of the Disclosing Party using the same degree of care which the Receiving Party ordinarily uses with respect to its own proprietary information, but in no event with less than reasonable care. The Receiving Party shall not use the Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and shall limit the disclosure of the Confidential Information of the Disclosing Party to the employees or agents of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement, and who are, with respect to the Confidential Information of the Disclosing party, bound in writing by confidentiality terms no less restrictive than those contained herein. The Receiving Party shall provide copies of such written agreements to the Disclosing Party upon request; provided, however, that such agreement copies shall themselves be deemed the Confidential Information of the Receiving Party.

Confidential Information shall not be deemed to include any information which: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party as reflected in the written records of the Receiving Party; (b) was or has been disclosed by the Disclosing Party to a third party without obligation of confidence; (c) was or becomes lawfully known to the general public without breach of this Agreement; (d) is independently developed by the Receiving Party without access to, or use of, the Confidential Information; (e) is approved in writing by the Disclosing Party for disclosure by the Receiving Party; (f) is required to be disclosed in order for the Receiving Party to enforce its rights under this Agreement; or (g) is required to be disclosed by law or by the order of a court or similar judicial or administrative body; provided, however, that the Receiving Party shall notify the Disclosing Party of such requirement immediately and in writing, and shall cooperate reasonably with the Disclosing Party, at the Disclosing party’s expense, in the obtaining of a protective or similar order with respect thereto.
The Receiving Party shall return to the Disclosing Party, destroy or erase all Confidential Information of the Disclosing Party in tangible form upon the written request of the Disclosing Party (except for software).

Consultant agrees that the requirements of this Section shall be incorporated into any subconsultant agreements entered into by 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.
Proposer’s offer is subject to the following standard terms and conditions.

A. **DEFINITIONS**

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

- **“Amendment”**
  Means a written document issued by the City and signed by the Contractor 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 Contractor.

- **“Contract Representative”**
  The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor’s performance under this Contract.

- **“Contractor”**
  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 of Phoenix.

- **“Department Director”**
  The contracting authority for the City of Phoenix, 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, that 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.

- **“Proposer/Offeror”**
  Means a vendor who responds to the Request for Proposal.

- **“Subcontractor”**
  Means an individual, firm, partnership, corporation,
SECTION VIII – STANDARD TERMS AND CONDITIONS

limited liability company, joint venture, or any other business entity having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor, of any tier for the performance of any part of the Agreement. When the City refers 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).

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

“Vendor” A seller of goods or services.

B. CONTRACT INTERPRETATION:

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. 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.

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:
   a. Special Terms and Conditions
   b. Standard Terms and Conditions
   c. Statement or Scope of Work
   d. Specifications
   e. Attachments
   f. Instructions to Proposers
   g. Other documents referenced or included in the Request for Proposal.

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.

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

6. **Parol 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.

C. **CONTRACT ADMINISTRATION AND OPERATION:**

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 of Phoenix office as designated by the City.

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 the Agreement is confidential, proprietary information owned by the City. Except as specifically provided in the 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, removable storage devices, or media, as well as data in transit, such as during email or file transfer.

   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 the 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 City may assess or test the security of any applications, web services, or systems created or provided by the Contractor/Consultant that process, store, or transmit City information. If the City finds vulnerabilities in these applications, web services, or systems that are rated medium or more critical by the Common Vulnerability Scoring System (CVSS), the Contractor/Consultant agrees to remediate the vulnerability at no cost to the City and within an agreed upon timeframe not to exceed 90 days.
Contractor/Consultant agrees to abide by all applicable legal and industry data security and privacy requirements. These include, but are not limited to Arizona Revised Statutes §44-7501 — Notification of breach of security system; Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules; Health Information Technology for Economic and Clinical Health (HITECH) Act; and Payment Card Industry Data Security Standards.

Contractor/Consultant agrees to demonstrate that they have adequate controls and safeguards when they host or process personal identifying information, financial account information, or restricted City information. This may be accomplished through a third-party audit utilizing a widely recognized auditing standard, such as Statement on Standards for Attestation Engagements (SSAE) No. 16, or through earning industry certification, such as ISO/IEC 27001.

Contractor/Consultant agrees that the requirements of this Section shall be incorporated into all subcontractor/sub consultant 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 the Agreement without notice.

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

3. **Equal Employment Opportunity Requirements:**
Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended.

Any contractor/subcontractor in performing under this Contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The contractor/subcontractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex or national origin, age or disability. 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/subcontractor 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/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.

4. **Licenses and Permits:**
Contractor 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 Contractor as applicable to this Contract.
5. **Advertising:**
Contractor 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.

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 of Phoenix and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

7. **Health, Environmental and Safety Requirements:**
The Contractor’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 Contractor Or Subcontractor In The Performance Of This Contract.

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

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

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

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.

11. **Legal Worker Requirements:**
The City is prohibited by A.R.S. § 41-4401 from awarding an agreement to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, contractor agrees that:
a. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A.

b. A breach of a warranty under Section VIII(C)(11)(a) shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.

c. The City retains the legal right to inspect the papers of the contractor or subcontractor employee(s) who work(s) on this Agreement to ensure that contractor or subcontractor is complying with the warranty under Section VIII(C)(11)(a).

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

D. **COSTS AND PAYMENTS**

1. **Commencement of Work:**
The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor is directed to do so, in writing by the City.

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

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

4. **No Advance Payments:**
Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.

5. **Fund Appropriation Contingency:**
The Contractor 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 Contractor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Phoenix, which fiscal year ends on June 30 of each year, shall be subject to the approval of the budget of the City of Phoenix 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.

6. **IRS W9 Form:**
E. CONTRACT CHANGES

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 Contractor.

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 Contractor 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.

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 of Phoenix. The City reserves the right to obtain like goods or services from another source when necessary.

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.

F. RISK OF LOSS AND LIABILITY

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 Contractor from any obligation hereunder.

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.

3. Indemnification – Patent, Copyright and Trademark:
The Contractor 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 Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Phoenix 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 Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The City
may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires. It is expressly agreed by the Contractor that these covenants are irrevocable and perpetual.

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 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.

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 Contractor in the performance of Contractor’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 Contractor 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. **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.

7. **Damage to City Property:**
Contractor shall perform all work so that no damage to the building or grounds results. Contractor shall repair any damage caused to the satisfaction of the City at no cost to the City.

G. **WARRANTIES**
1. **Quality:**
   Contractor expressly warrants for one year that all goods or services furnished under this Contract shall conform to the specifications and appropriate standards.
2. **Responsibility for Correction:**
   It is agreed that the Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance.

3. **Liens:**
   Contractor shall hold the City harmless from claimants supplying labor or materials to the Contractor or its subcontractors in the performance of the work required under this Contract.

4. **Professional Responsibility:**
   Contractor 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.

H. **CITY’S CONTRACTUAL RIGHTS**
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.

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

3. **Default:**
   In case of default by the proposer, 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.

4. **Covenant Against Contingent Fees:**
   Contractor 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 Contractor 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.

5. **Cost Justification:**
   In the event only one response is received, the City may require that the proposer 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.

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

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 Contractor. The City at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City 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 Contractor 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 Contractor to carry out any term, promise, or condition of the Contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

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

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

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

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

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

3. **Contract Cancellation:**
All parties acknowledge that this Contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.
PROPOSER OFFER and SUBMITTAL (COMPLETE AND RETURN)

Please complete and submit:

Hard copy (original and six copies) of the entire Submittal which includes:

- The Pricing Page (Price Component)
- Company Information
- Offer and Acceptance
- Response to the Evaluation Criteria stated in Section V (Technical Component)
- Any confidential/proprietary information clearly separated and marked as such as a submittal attachment.

One electronic copy (on CD-ROM or flash drive) of the entire Submittal

Please submit only Section IX and any additional documents as requested above or in Section V (Evaluation Criteria). 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.
A. **PRICING COMPONENT:**

Cost is a factor in the award however the contract will not be awarded solely on the basis of price. After a composite technical score for each proposer has been established, the pricing score will be added to the technical 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.

Proposers must provide their total fixed price to complete the following list of high level required tasks. Lines may be added under each task to break down the tasks into more detail but no additional tasks may be added to the list of seven tasks. Total price must be all-inclusive - additional items or charges in excess of these totals, such as travel, will not be allowed.

<table>
<thead>
<tr>
<th>Task No.</th>
<th>Description</th>
<th>Total Price</th>
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<tbody>
<tr>
<td>3.</td>
<td>iPACS Application Configuration and Enhancements – Populate necessary system and Process Reference Data Develop Workflow Related Event Services, Triggers, and Notifications Interface Usability Issues Create Data Capture Forms</td>
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<tr>
<td>4.</td>
<td>Data Migration – SWM STORM Database OEP STORM Database</td>
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<td>5.</td>
<td>User Training and Documentation</td>
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<td>6.</td>
<td>Mobile Access Hardware – total cost for 15 units</td>
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<tr>
<td>7.</td>
<td>Licensing – provide 20 additional user licenses</td>
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**Total Project Price**
B. OFFER AND ACCEPTANCE:

TO THE CITY OF PHOENIX:
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 Request for Proposals and any written exceptions in the offer.

Arizona Sales Tax No.

Use Tax No. for Out-of-State Suppliers

City of Phoenix Sales Tax No.

Proposer certifies that Proposer has read, understands, and will fully and faithfully comply with this Request for Proposals, any attachments and any referenced documents. Proposer also certifies that the prices offered were independently developed without consultation with any of the other proposers or potential proposers.

Authorized Signature ___________________________ Date ______________

Printed Name and Title ___________________________
Proposer's Contact Information:

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<tr>
<th>Company Name</th>
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<tr>
<td>Address</td>
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<td>City, State and Zip Code</td>
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<td>Telephone Number</td>
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<td>Company's Fax Number</td>
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<td>Company's Toll Free #</td>
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<td>Email Address</td>
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<td>Website</td>
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**Payment Address:** *(If different from above)*

NOTE: Any assignment of proceeds must go through the City of Phoenix, Division of Accounts, and formal assignment procedure. Please also refer to the Assignment Provision, Section VIII(2) - Standard Terms and Conditions.

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<th>Name</th>
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<tr>
<td>Address</td>
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<tr>
<td>City, State and Zip Code</td>
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</table>
C. SOLICITATION RESPONSE CHECK LIST  
(NOT NECESSARY TO RETURN WITH OFFER - For Proposer's Use Only):  

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

☐ 1. All forms have been signed. All of Section IX – Submittals and required attachments are included. All contract terms have been read.


☐ 3. The prices offered have been reviewed. All blanks have been filled in. The pricing page is included with the Proposal Response.

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

☐ 5. The insurance and bond and surety requirements, if any, have been reviewed to assure you are in compliance. Attach a Certificate of Insurance and other requested documents.

☐ 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 Water Services Dept.
200 W. Washington St., 9th Floor Reception Desk
Phoenix, AZ 85003
Attn: Michelle Honea

The mailing envelope clearly shows:  
*Your company’s name and address, the RFP Number, RFP Title, and the proposal due date.*

☐ 9. The response will be mailed in time to be received no later than the listed due date at 2:00 p.m. local Arizona time.