



CITY OF PHOENIX

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

Public Works Department, Energy Management Division

RFP 14-023

UTILITY ACCOUNTS MANAGEMENT PROGRAM SOFTWARE

Proposal due Date and Time: August 23, 2013 at 2:00 p.m.

**Proposal Submittal Location: Public Works, Procurement Services Division
200 West Washington Street, 7th Floor
Phoenix, AZ 85003**

CONTRACT REPRESENTATIVE

**Janet Kusmider C.P.M.
Contract Specialist II Lead
janet.kusmider@phoenix.gov
(602) 534-9519**



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I - INTRODUCTION

I. INTRODUCTION

The City of Phoenix, Public Works Department, Energy Management Division, invites sealed proposals for a Utility Accounts Management Software Program “U-AMP” in accordance with the specifications and provisions contained herein.

The City of Phoenix encourages bids for the Utility Accounts Management Program “U-AMP” to provide Citywide automated utility account management for approximately 3,500 electric and gas utility accounts with Arizona Public Service Company (APS), Salt River Project (SRP) and Southwest Gas (SWG) in addition to other third party energy providers. The software will provide secure multi-department, multi-user access to authorized department utility liaisons to verify, monitor and analyze energy usage and rates. The software will also enable automated management of data with the City’s accounting programs (SAP) and the Department of Energy-Energy Star Portfolio Manager System.

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

A. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA:

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

Qualifications and Experience
Method of Approach
Up-front Costs
Future Costs
Technical Support

Total available points: 1000

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

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

Insurance Certificate
IRS W-9

A response to this solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City’s RFP. Such a proposal does not become a contract until it is executed by the Department Director. A contract has its inception in the award, eliminating a formal signing of a separate contract.



I - INTRODUCTION

For this solicitation, the contract representative is Janet Kusmider, C.P.M., Contract Specialist II * Lead, janet.kusmider@phoenix.gov, (602) 534-9519.

Interested Proposers may download the complete solicitation and addenda from <http://phoenix.gov/business/contract/opportunities/solicitations/index.html>. Internet access is available at all public libraries.

Any interested Proposers without Internet access may obtain this solicitation by calling (602) 534-9519 or picking up a copy during regular business hours at 200 W. Washington Street 7th floor, Phoenix, AZ 85003.

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.

B. SCHEDULE OF EVENTS:

Proposal Issue Date	7/23/13
Proposer's Written Inquiries Due	8/9/13 By 5:00 p.m.
Proposal Due Date	8/23/13 By 2:00 p.m.
Finalist Interviews (If required)	TBD
Evaluation Panel Makes Selection (Estimated)	TBD
City Council Approval (Estimated)	9/18/13 - Tentative

Proposal Submittal Location: 200 W. Washington Street, 7th Floor
Phoenix, AZ 85003

Finalist Interviews: 200 W. Washington Street, 7th Floor
Phoenix, AZ 85003

City reserves the right to change dates and/or locations as necessary.



II – SOLICITATION TRANSPARENCY

II. SOLICITATION TRANSPARENCY POLICY

Beginning on the date the solicitation is issued and until the date the contract is awarded or the solicitation is withdrawn, all persons or entities that respond to the solicitation for the **Utility Account Management Program “U-AMP”**, 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 **Felissa Washington-Smith**, 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 must 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 WILL BE DISQUALIFIED.



III – SCOPE OF WORK

III. SCOPE OF WORK

A. INTRODUCTION:

This RFP contains information and requirements for a Utility Accounts Management Program (U-AMP) that will service approximately 3,500 electric, gas utility accounts and other third party energy providers. The software will include entering, tracking and sorting utility bills and energy usage to provide for citywide automated utility account management. This RFP, with any addenda, contains the only instructions governing the proposals and material to be included therein, a description of the service to be provided; general evaluation criteria and other proposal requirements.

B. SCOPE OF WORK:

The City of Phoenix is seeking a vendor that will provide a Utility Accounts Management Software (U-AMP). The City is open to considering all potential solutions, including additional and/or alternative functionality that will satisfy the basic functionality requirements. The solution should improve our abilities to manage operations, keep financial functions secure, meet audit requirements and reviews, and provide better insight into business data and trends. This product will have the ability to access, track, view, and graph monthly billing information in an itemized manner. It will have the capability to produce intuitive and detailed energy cost reports and perform energy normalization reporting. The product will audit for billing errors and facilities with inefficient energy usage. The software version must be a web-based platform and will provide secure multi-department, multi-user access to authorized department utility liaisons to verify, monitor, and analyze energy usage and rates. The software will also enable automated management of data interface with the City's SAP accounting program and must have an automated interface with the Department of Energy-Energy Star Portfolio Manager system based on monthly consumption.

This product will also require utility invoice management of present and previous bills. The vendor is expected to provide a database construction service to setup accounts for each facility and each energy and utility vendor. Collect historical energy usage from 12 months previous, for all facilities to populate the database, in electronic format (excel / .CSV text).

The U-AMP system will provide a means for the City to accurately monitor, analyze, audit facilities with inefficient energy use, and report the City's progress toward its commitment to reduce energy consumption 20% by 2020, reduce Greenhouse Gas emissions, and develop effective energy conservation initiatives. It will also automate the processing and auditing of utility invoices.



III – SCOPE OF WORK

U-AMP System Description & Features

1. Automated uploading of monthly utility invoices from Excel, Access and .CSV test
2. Rate analysis capabilities to verify bill costs and compare rates on non-contracted energy services
3. Account auditing feature *to monitor for billing errors*
4. Utility bill tracking of standard and deregulated invoices to identify billing abnormalities and/or consumption variances
5. Data importer allowing user to easily lay out accounts, meters, buildings, etc. in Excel and import to System.
6. Automated monthly uploading of energy consumption data to Energy Star Portfolio Manager
7. The system shall contain cost and consumption analysis and reporting tools to enable comparisons by: time periods; cost centers/groups; account types; energy providers; rate types, and facilities (EUI) with meters
8. Produce reporting through data trending, graphing and charting methods
9. Perform an import/conversion of data from legacy system
10. Provide the following background information on the proposed Utility Billing software:
 - a. original development
 - b. date of first release
 - c. date of most recent release
11. Reports shall be exportable to various formats including MS Excel, PDF, CSV

Optional Functionality

The following options are desirable but not mandatory. Describe if the following options are included in the initial software package, are available for an additional cost, or are not available.

1. Interface with the City SAP system to process monthly utility bills
2. Bill entry screen layout should mirror actual bills
3. Greenhouse Gas Emissions tracking and reporting capabilities with optional dashboard display
4. Weather normalized reporting with average daily temperatures and degree days for region
5. Future real time energy consumption monitoring capabilities with dashboard display. Describe pricing per account, sub-metering requirements or capability to interact with installed utility smart meters.
6. Sub-meter billing capabilities

Software/Hardware

1. The system shall provide secure web based access to multiple City of Phoenix users simultaneously on a common platform. (Estimate approximately 25 city users)
2. Provide an estimate of anticipated data storage needs



III – SCOPE OF WORK

3. Detail levels of encryption for security and access
4. Energy data shall reside either on a City of Phoenix server or external remote server with subscription service.
**Proposal shall detail pricing and fee structure for both options
5. System shall have the ability to run in a virtual environment (if hosted by the City of Phoenix).
6. If external server is proposed, hosted environment should be described including backup schedule, security, and disaster recovery overview.
7. Describe options and associated costs for maintaining collected data.

Database Server Minimum Specifications

- SQL Server 2008R2 or later
- 64 bit supported

Web Server Minimum Specifications

- Windows 2008 R2 (or greater) Web/Standard/Enterprise

Workstation/Desktop Requirements

- Windows XP, SP2/Vista or Windows 7 (or greater)
- Microsoft Internet Explorer 9 or later

System Testing and Acceptance

City is entitled to perform Acceptance Testing of the Software Program(s). The term “Acceptance Testing” means testing performed by the City to determine whether the relevant Software Program(s) comply with:

1. The Documentation included in Proposer’s response to the RFP
2. The functionality as set out in this RFP document.
3. All software under the resultant contract has been delivered and accounted for this includes all media, documentation, training and support items.

If the Software Program(s) complies with the foregoing, City will notify Vendor of the acceptance of the Software Program(s). The Software Program(s) will be deemed accepted upon the City’s use of the Software Program(s) in its production environment for forty-five (45) days without notification to the Vendor of deficiencies. City will use reasonable commercial efforts to notify Vendor on or before any acceptance date set forth in the mutually agreed upon Contract. Payment by City of any License Fees or other consideration to Vendor or use of the Software Program(s) by City prior to Acceptance will not constitute City’s Acceptance of such Software Program(s).



III – SCOPE OF WORK

Failure of Acceptance Testing

If City notifies Vendor that the relevant Software Program(s) or any portion thereof fails to pass Acceptance Testing, the City shall notify the Vendor in writing and the Vendor will correct all deficiencies not later than thirty (30) calendar days after receipt of City's notice of such failure. City will retest the relevant Software Program(s). If Software Program(s) still fail Acceptance Testing, the City may, in its sole discretion: (a) grant Vendor additional time to correct the outstanding deficiencies; or (b) without prejudice to any of the City's other rights and remedies under this Agreement terminate any relevant software agreement, in which event the City will return or destroy all copies of the relevant Software Program(s) and Vendor will refund any License Fees, Maintenance Fees or other consideration paid to Vendor within thirty (30) days of written demand.

Warranty and Post Implementation Support

1. Vendor must warranty timely response and remediation of technical problems
2. During system problems or other problems vendor will respond immediately to correct problems so that service is not interrupted in any way.
3. Specify all support resources available i.e. telephone support, toll-free support hotline, hours of business operations to support City business hours of operations
4. Describe companies quality control procedures
5. Available to all user groups
6. Provide problem reporting and resolution procedures
7. Describe other methods of support i.e. onsite, remote dial-in, web-site access to patches, fixes knowledge base
8. Define what the maintenance will cover in terms of software and coverage dates; any payment for maintenance services will commence after the expiration of the relevant warranty period, and all maintenance services will include Software Program upgrades at no additional cost to the City
9. Vendor to provide detailed pricing for the initial installation, optional system capabilities, and both annual and multi-year service contracts

Training

Vendor will provide training in the use, operation, and maintenance of software package(s) and any and all upgrades. Training shall consist of any or all of the following:

- ❖ Formal on-site or off-site training that is planned in advance and that a defined curriculum
- ❖ Initial training with field representatives
- ❖ Computer-based training that includes software that provides interactive, self-paced training at a desktop, workstation or laptop computer; and
- ❖ Web-based training that provides courses or classes that are accessible via and internal Intranet or the Internet.



III – SCOPE OF WORK

Upgrades

1. Provide a fee schedule for future expansion of the system i.e. cost per additional account and/or set up fee
2. Provide information regarding future upgrades and product enhancements
3. Upgrades should allow for improvements in both software and hardware capabilities
4. Vendor will provide regular upgrades to the software from date of implementation
5. Describe upgrade process

Documentation

At a minimum, the proposal shall include furnishing three (3) hard copy sets plus a softcopy in MS Word format, of the following:

- ❖ Operations manuals
- ❖ Configuration documents
- ❖ Installation documents
- ❖ Network setup and configuration requirements
- ❖ All necessary technical documents for use of system
- ❖ Updated manuals and documents with new releases



IV – INSTRUCTIONS TO PROPOSERS

IV. INSTRUCTIONS TO PROPOSERS

A. INTRODUCTION:

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

Such a proposal does not become a contract until it is executed by the Department Director. A contract has its inception in the award, eliminating a formal signing of a separate contract.

For this solicitation, the contract representative is: Janet Kusmider C.P.M., Contracts Specialist II * Lead, janet.kusmider@phoenix.gov, (602) 534-9519.

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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.

B. DEFINITIONS OF KEY WORDS USED IN THE SOLICITATION:

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.

Error: Means any error in the code of any Software Program that prevents such Software Program from operating in accordance with the Documentation.



IV – INSTRUCTIONS TO PROPOSERS

Error Correction: Means either a modification or addition to, or deletion from the Software that, when made to the licenser program, establishes material conformity of the licensed program to the specifications as set forth in the applicable end user documentation, or a procedure or routing that, when observed in the regular operation of the Software, eliminates the practical adverse effect of such Error on City.

License Fee: Means the fees payable for Software Program(s).

Live: Means the point in time in which the City uses the licensed program in real-time operations and in an integrated manner with any interdependent modules together with project defined third-party and/or external systems.

Maintenance Fee: Means the fee payable for the ongoing provision of Maintenance Services after the expiration of the Warranty Period Software Program.

Maintenance Services: Means the maintenance and support services for each Software Program, as well as all Software Program Updates, as described in the Software Use, License, and Maintenance Services Agreement.

Use:

Means to use, support, maintain, update, upgrade, enhance, create derivative works from, further develop, display or distribute, modify, customize, copy (including into memory, on a central processing unit, computer or computer-like device), compute, load, run, host, and compile, all through any medium now known or hereinafter invented.

C. PROPOSER INQUIRIES:

All questions that arise relating to this RFP must be directed in writing to the Department contract representative designated in the Introduction to this RFP: Janet Kusmider.

To be considered, written inquiries must be received at the above address by the date indicated in Section I (B) above (Schedule of Events). Inquiries received will then be answered by an addendum and published at the Department website listed above <http://phoenix.gov/business/contract/opportunities/solicitations/index.html>

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 will be presented in writing.

D. AMENDMENT OF REQUEST FOR PROPOSAL:

The Proposer must acknowledge receipt of a Request for Proposal amendment 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 amendment relevant to this solicitation.



IV – INSTRUCTIONS TO PROPOSERS

Failure to submit amendments 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 will 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.

F. PREPARATION OF PROPOSAL:

1. All proposals must be on the forms and in the format set forth in the Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals will not be considered.
2. The Offer and Acceptance form, the Price Page and any solicitation amendments must be signed and returned with the proposal.
3. The Offer and Acceptance page must 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 will constitute an irrevocable offer to provide the service specified herein.
4. Erasures, interlineations, or other modifications of your proposal must 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 will govern when applicable.
6. Periods of time, stated as a number of days, will be in calendar days.
7. The City will 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 must be signed by an individual authorized to bind the Proposer. The proposal must provide the name, title, address and telephone number of individuals



IV – INSTRUCTIONS TO PROPOSERS

with authority to contractually bind the company and who may be contacted during the period of the Contract. All fees quoted will be firm and fixed for the full contract period. Please see Section IX – Submittal, for further information. Each response must 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, address, 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(I) below.
- 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 will prevail unless the Proposer's proposed alternative provisions are expressly approved in writing by the Director or designee.

H. PUBLIC RECORD:

All proposals submitted in response to the Request for Proposal will become the property of the City and will become a matter of public record available for review pursuant to Arizona state law after the award notification.

I. CONFIDENTIAL INFORMATION:

The City of Phoenix is obligated to abide by all public information laws.



IV – INSTRUCTIONS TO PROPOSERS

If a Proposer believes that a specific section of its proposal is confidential, the Proposer must isolate the pages marked confidential in a specific and clearly labeled section of its proposal. The Proposer will 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.

J. 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.

K. 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 will not be considered. The prevailing clock will 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.

L. LATE PROPOSALS:



IV – INSTRUCTIONS TO PROPOSERS

Late proposals will 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.

M. 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 the minimum specifications stated in the scope of work.
 - Proposals submitted without complete pricing.
 - Proposals that contain altered or conditional cost information.
 - 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 anytime 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 the submission requirements including any specified 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).



IV – INSTRUCTIONS TO PROPOSERS

- 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.

N. 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 will be taken into consideration when evaluating the stated criteria. The City will 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 will 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.

O. COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY:

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.



IV – INSTRUCTIONS TO PROPOSERS

P. 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.

Q. 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 will document any such discussion in the City's file.

R. 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 will not be considered.

S. 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 will be read. Proposals and other information received in response to the Request for Proposal will 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. <http://phoenix.gov/business/contract/opportunities/solicitations/index.html>

T. 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.



IV – INSTRUCTIONS TO PROPOSERS

U. **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.

V. **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.

A response to this solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City’s solicitation. Such a proposal does not become a contract until it is executed by the Department Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, unless any of the terms, conditions, or specifications is modified by an addendum or contract amendment. The terms and conditions set forth in this RFP and the selected Proposer’s Offer (Section IX – Submittal) will form the entire contract between the City and the Contractor.

W. **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.



V – EVALUATION REQUIREMENTS

V. EVALUATION REQUIREMENTS

B. 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:

- Qualifications and Experience
- Method of Approach
- Up-front Costs
- Future Costs
- Technical Support

Total available points: 1000

The narrative portion and the materials presented in response to this Request for Proposal must 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:

C. PROPOSER’S EXPERIENCE AND QUALIFICATIONS:

1. Business History:

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

2. Adverse Actions/Potential Impact:

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



V – EVALUATION REQUIREMENTS

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.

3. **Government/Corporate Experience:**

State your firm's experience in providing services to large public entities or large corporate entities. List other government contracts that you have now or have had in the past five years including the City of Phoenix. [Not to exceed 3 pages].

4. **Proposed Software:**

Identify the proposed Utility Accounts Management Software Program. Address, at a minimum, the following:

- ❖ Functionality
- ❖ Expandability
- ❖ User friendly/ multi-user / ease of use for non-IT personnel
- ❖ Secure
- ❖ Electronic data harvesting (importing/exporting)
- ❖ Energy Star data transfer features
- ❖ Reporting methods
- ❖ Data storage features (cloud / site)

5. **Customer References:**

Proposer must furnish as references a minimum of three (3) references but no more than five [5] 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 [if available].

6. **Technical Support**

Proposer must provide prompt and helpful technical support by phone and email. At a minimum, support must be provided to the City employee designated as the Utility Accounts Management Program administrator.

7. **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.



V – EVALUATION REQUIREMENTS

D. METHOD OF APPROACH:

Describe the firm's method of approach to satisfy the requirements of the solicitation. This should be accomplished by covering the Scope of Work requirements. Proposer may utilize a written narrative or other printed technique to demonstrate the ability to satisfy the Scope of Work. Address issues such as:

1. Timeline:

Provide a detailed implementation plan and timeline.

2. Work Schedule:

Provide a schedule of work consistent with the requirements of the Scope of Work.

3. Customer Service – Availability:

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.

4. Sample Reports:

Describe or provide a sample utility billing form.

E. UP-FRONT COST PROPOSAL:

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.

Include the cost of all software to make the system operational (including customization, which must be identified separately), installation, setup, conversion of existing data, training and the first year's maintenance and support fees.

Proposal shall detail pricing and fee structure for the following options:

- ❖ Energy data residing on a City of Phoenix server
- ❖ External remote server with subscription service
- ❖ Interface with the City SAP system to process monthly utility bills
- ❖ Greenhouse Gas Emissions tracking and reporting capabilities with optional dashboard display



V – EVALUATION REQUIREMENTS

- ❖ Weather normalized reporting with average daily temperatures and degree days for region
- ❖ Future real time energy consumption monitoring capabilities with dashboard display. Describe pricing per account, sub-metering requirements or capability to interact with installed utility smart meters.
- ❖ Sub-meter billing capabilities

Training shall include, but is not limited to:

- ❖ Formal on-site or off-site training that is planned in advance and that a defined curriculum
- ❖ Initial training with field representatives
- ❖ Computer-based training that includes software that provides interactive, self-paced training at a desktop, workstation or laptop computer; and
- ❖ Web-based training that provides courses or classes that are accessible via and internal Intranet or the Internet.

F. FUTURE COSTS PROPOSAL

Identify the cost of subsequent years' maintenance and support, as well as the cost of possible additional users and software. Include the possibility of additional functionality that may be useful to the City, included in future versions, or acquired through additional purchases.

Provide a detailed breakdown of any annual fees to maintain and update utility rate schedules. There are currently three utilities that would be included in this service: APS (electric), SRP (electric) and SWG (gas).

G. TECHNICAL SUPPORT

Technical support shall include, but is not limited to:

- ❖ Direct access to experienced consultants of the software
- ❖ Flexible service options including telephone and email support
- ❖ Timely problem resolution of reported discrepancies
- ❖ Remote technical support
- ❖ On-line self-help functions
- ❖ After hour and week-end support

H. GENERAL:

1. Shortlist:



V – EVALUATION REQUIREMENTS

The City reserves the right to shortlist the Proposers on all of the stated criteria. However, the City may determine that shortlisting is not necessary.

2. **Interviews/Demonstrations:**

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

Demonstrations, 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.

3. **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.

4. **Prior Experience:**

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

5. **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.

6. **Required Agreements:**

Any required agreements, to include any required for third party software, must be submitted at time of proposal submission.



SECTION VI – PROTEST PROCESS

VI. PROTEST PROCESS

Staff recommendations to award the contract(s) to a particular bidder or offeror will be posted: <http://phoenix.gov/business/contract/opportunities/solicitations/index.html>. Any unsuccessful bidder may file a protest no later than 7 calendar days after the recommendation is posted on the website. All protests must 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.



SECTION VII – SPECIAL TERMS AND CONDITIONS

VII. SPECIAL TERMS AND CONDITIONS

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

A. METHOD OF INVOICING:

Vendor will provide City with an itemized invoice for all software program(s), license fees, and maintenance fees that become due hereunder.

B. METHOD OF PAYMENT:

Software and Maintenance fees shall be invoices no earlier than thirty (30) days after Final Acceptance Testing. Each valid and undisputed invoice will be due and payable within thirty (30) days after City's receipt of such invoice.

C. INDEMNIFICATION:

The Contractor will 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 the 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 will, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Contractor from and against any and all claims. It is agreed that the 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:

The Contractor and subcontractors must 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.



SECTION VII – SPECIAL TERMS AND CONDITIONS

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 the Contractor is free to purchase additional insurance as may be determined necessary.

1. Minimum Scope and Limits Of Insurance:

The Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

a. Commercial General Liability – Occurrence Form

Policy must 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 must be endorsed to include the following additional insured language: "The City of Phoenix must 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 Employers' Liability

The Contractor must provide Workers' Compensation Statutory Employers' Liability

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

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

This requirement will 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)

The Contractor's policy must cover professional misconduct or lack of ordinary skill in performing the services defined in the Scope of Services of this Contract.



SECTION VII – SPECIAL TERMS AND CONDITIONS

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

The Contractor warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended 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 must 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 must 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 must 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 must be mailed, emailed, hand-delivered or sent by facsimile transmission to **City of Phoenix, Energy Management, Attn: Richard Proctor, 2631 S. 22nd Ave, Phoenix, AZ 85009, (602) 262-7252, richard.proctor@phoenix.gov**

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:**

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

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract



SECTION VII – SPECIAL TERMS AND CONDITIONS

must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract must be sent directly to the City's insurance certificate tracking service, or to the City of Phoenix Risk Management Division, 251 West Washington, 8th Floor, Phoenix, Arizona 85003, Attn: Assistant Risk Management Administrator. The City project/contract number and project description must 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:

The Contractors' certificate(s) must include all subcontractors as additional insureds under its policies or the Contractor must furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors will be subject to the minimum requirements identified above.

E. OPTION TO EXTEND:

The City may, at their option and with approval of the Contractor, extend the period of this three-year contract up to two (2) additional year(s), in increments of one year.

F. PERFORMANCE INTERFERENCE:

The Contractor will 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:

G. CONTRACTOR'S PERFORMANCE:

The Contractor will 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. The Contractor will 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 will notify the Contractor.

The Contractor will have ten (10) days from that time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected



SECTION VII – SPECIAL TERMS AND CONDITIONS

within the time specified above, the City will have the immediate right to complete the work to its satisfaction and will deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the Contract for default.

H. EMPLOYEE IDENTIFICATION AND ACCESS:

Except as set forth in Sections VII(K) and VII(L) the Contractor employees are forbidden access to designated restricted areas. Beyond meeting rooms and other areas open to the public, access to particular operational premises will be as directed by the City's authorized representative.

Only authorized Contractor employees are allowed on the premises of the City of Phoenix buildings. The 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.

I. 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 employee from performing services on behalf of the City.

J. TIME IS OF THE ESSENCE:

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

K. CONTRACTOR AND SUBCONTRACTOR WORKER BACKGROUND SCREENING:

1. Contract Worker Background Screening:

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



SECTION VII – SPECIAL TERMS AND CONDITIONS

public health, safety and welfare when providing services under this Agreement. The City may, in its sole discretion, accept or reject any or all of the Contract Workers proposed by the Contractor to perform work under this Agreement as well those Contract Workers actually providing services during the term of this Agreement.

2. **Background Screening Requirements and Criteria:**

Because of the varied types of services performed, the City has established three levels of risk and associated Background Screening. The risk level and Background Screening required for this Agreement is **Maximum**.

- a. **Minimum Risk and Background Screening (“Minimum Risk”).**
A minimum risk Background Screening will be performed when the Contract Worker: (i) will not have direct access to City facilities or information systems; or (ii) will not work with vulnerable adults or children; or (iii) when access to City facilities is escorted by City workers. The Background Screening for minimum risk must consist of the screening required by Arizona Revised Statutes §§ 41-4401 and following to verify legal Arizona worker status.
- b. **Standard Risk and Background Screening (“Standard Risk”).**
A standard risk Background Screening will be performed when the Contract Worker’s work assignment will: (i) require a badge or key for access to City facilities; or (ii) allow any access to sensitive, confidential records, personal identifying information or restricted City information; or (iii) allow unescorted access to City facilities during normal and non-business hours. The Background Screening for this standard risk level must include the Background Screening required for the Minimum Risk level and a background check for real identity/legal name, and will include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contract Worker has lived at any time in the preceding seven (7) years from the Contract Worker’s proposed date of hire.
- c. **Maximum Risk and Background Screening (“Maximum Risk”).**
A maximum risk Background Screening will be performed when the Contract Worker’s work assignment will: (i) have any contact with vulnerable people such as children, youth, elderly, or individuals with disabilities; or (ii) have any responsibility for the receipt or payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or (iii) have unescorted access to City data centers, money rooms, or high-value equipment rooms; or (iv) have access to private residences; or (v) have access to Homeland Defense Bureau identified critical infrastructure sites/facilities. The Background Screening for this maximum risk level must include the Background Screening required for the Standard Risk level, plus a sexual offender search, a credit check, and driving record search for the preceding seven (7) years from the Contract Worker’s proposed date of hire. Contract Workers who work directly with children or vulnerable adults are also subject



SECTION VII – SPECIAL TERMS AND CONDITIONS

to fingerprint verification through the Arizona Department of Public Safety as mandated by Phoenix City Code, § 2-27.

3. Contractor Certification; City Approval of Maximum Risk Background Screening:

By executing this Agreement, the Contractor certifies and warrants that the Contractor has read the Background Screening requirements and criteria in this Section, understands them and that all Background Screening information furnished to the City is accurate and current. Also, by executing this Agreement, the Contractor further certifies and warrants that the Contractor has satisfied all such Background Screening requirements for the Minimum Risk and Standard Risk Background Screenings as required. In addition, for Maximum Risk Background Screening, the Contractor will furnish to **Richard Proctor, Energy Management Division**, for the City's review and approval such Background Screenings for any Contract Worker considered for performing services under this Agreement where human safety or facility security is classified as a Maximum Risk level. The subject Contract Worker will not apply for the appropriate City of Phoenix identification and access badge or keys until the Contractor has received the City's written acceptance of the subject Contract Worker's Maximum Risk Background Screening. A Contract Worker rejected for work at a Maximum Risk level under this Agreement will not be proposed to perform work under other City contracts or engagements without City's prior written approval.

4. Terms of this Section Applicable to all of Contractor's Contracts and Subcontracts:

The Contractor must include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

5. Materiality of Background Screening Requirements; Indemnity:

The Background Screening requirements of this Section are material to City's entry into this Agreement and any breach of this Section by the Contractor will be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in Section VII(C) of this Agreement, the Contractor will defend, indemnify and hold harmless the City for any and all Claims (as defined in Section VII(C)) arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by the Contractor or the City for failure to satisfy this Section.

6. Continuing Duty; Audit:

The Contractor's obligations and requirements that Contract Workers satisfy this Background Screening Section will continue throughout the entire term of this



SECTION VII – SPECIAL TERMS AND CONDITIONS

Agreement. The Contractor will notify the City immediately of any change to a Maximum Risk Background Screening of a Contract Worker previously approved by the City. The Contractor will maintain all records and documents related to all Background Screenings and the City reserves the right to audit the Contractor's compliance with this Section.

L. CONTRACT WORKER ACCESS CONTROLS, BADGE AND KEY ACCESS REQUIREMENTS:

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

1. Badge Access Procedures:

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

2. Key Access Procedures:

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



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3. **Stolen or Lost Badges or Keys:**

The Contractor must 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 will be completed and submitted along with payment of the applicable fees listed below prior to issuance of a new badge or key.

4. **Return of Badges or Keys:**

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

5. **Contractor's Default; Liquidated Damages; Reservation of Remedies for Material Breach:**

The Contractor's default under this Section will 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 the Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable Background Screening; or (v) the 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. The Contractor acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, the Contractor agrees to properly cure any default under this Section within three (3) business days from the date notice of default is sent by the City. The parties agree that the Contractor's failure to properly cure any default under this Section will constitute a breach of this Section. In addition to any other remedy available to the City at law or in equity, the Contractor will be liable for and will pay to the City the sum of one thousand dollars (\$1,000.00) [department may insert other amount] for each breach by the Contractor of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Agreement in the event that the 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 the Contractor breaches this Section. The parties further agree that three (3) breaches by the Contractor of this Section arising out of any default within



SECTION VII – SPECIAL TERMS AND CONDITIONS

a consecutive period of three (3) months or three (3) breaches by the Contractor of this Section arising out of the same default within a period of twelve (12) consecutive months will constitute a material breach of this Agreement by the Contractor and the City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

6. 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.

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



SECTION VIII – STANDARD TERMS AND CONDITIONS

VIII STANDARD TERMS AND CONDITIONS

Proposer's offer is subject to the following standard terms and conditions.

A. DEFINITIONS

For purposes of this contract, the following definitions will 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



SECTION VIII – STANDARD TERMS AND CONDITIONS

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

2. Implied Contract Terms:

Each and every provision of law and any clause required by law to be in the Contract will 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 will forthwith be physically amended to make such insertion or correction.



SECTION VIII – STANDARD TERMS AND CONDITIONS

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 will 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 will 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 will be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

C. **CONTRACT ADMINISTRATION AND OPERATION:**

1. **Records:**

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



SECTION VIII – STANDARD TERMS AND CONDITIONS

2. Confidentiality and Data Security:

All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to the Contractor/Consultant in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor/Consultant must 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, the Contractor/Consultant must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

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

In the event that data collected or obtained by the Contractor/Consultant in connection with this Agreement is believed to have been compromised, the Contractor/Consultant must notify the City Privacy Officer immediately. The 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.

The Contractor/Consultant agrees that the requirements of this Section will be incorporated into all subcontractor/subconsultant agreements entered into by the Contractor/Consultant. It is further agreed that a violation of this Section will 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.

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



SECTION VIII – STANDARD TERMS AND CONDITIONS

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

3. Equal Employment Opportunity Requirements:

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

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

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

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

4. Licenses and Permits:

The Contractor must possess at the time of submittal and will keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.



SECTION VIII – STANDARD TERMS AND CONDITIONS

5. Advertising:

The Contractor must not advertise or publish news releases concerning this Contract without the prior written consent of the Department Director, and the City must 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 must not be used or released by the Contractor or any other person except with prior written permission by the City.

7. Compliance with Laws:

The 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. The Contractor agrees to permit City inspection of the 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.

8. Continuation During Disputes:

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

9. Strict Performance:

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

10. Legal Worker Requirements:



SECTION VIII – STANDARD TERMS AND CONDITIONS

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, the Contractor agrees that:

- a. The 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) will 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).

11. 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.

E. 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 the Contractor receives a purchase order of otherwise directed to do so, in writing, by the City.

2. Payment Deduction Offset Provision:

The 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. The 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 (1) year after the last item of the account accrued.

4. No Advance Payments:



SECTION VIII – STANDARD TERMS AND CONDITIONS

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 will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Contractor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Phoenix, which fiscal year ends on June 30 of each year, will 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:**

In order to receive payment the Contractor must have a current IRS W-9 form on file with the City of Phoenix.

The form can be downloaded at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

F. **CONTRACT CHANGES**

1. **Contract Amendments:**

Contracts will 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 will be assigned in whole or in part without written permission of the City, and no delegation of any duty of the Contractor will 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 will be void.

3. **Non-Exclusive Contract:**

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



SECTION VIII – STANDARD TERMS AND CONDITIONS

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 will be deemed waived unless asserted in writing within thirty (30) days from the receipt of the change. Price increases or extensions of delivery time will not be binding on the City unless evidenced in writing and approved by the Department Director prior to the institution of the change.

G. **RISK OF LOSS AND LIABILITY**

1. **Title and Risk of Loss:**

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

2. **Acceptance:**

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

3. **Indemnification – Patent, Copyright and Trademark:**

The Contractor will 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.



SECTION VIII – STANDARD TERMS AND CONDITIONS

4. **Force Majeure:**

Except for payment of sums due, neither party will be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party will notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the causes of such delay in such notice. Such notice must be hand-delivered or mailed certified-return receipt and must make a specific reference to this provision, thereby invoking its provisions. The delayed party must cause such delay to cease as soon as practicable and must notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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 will be only those expressly set forth in the Contract. The parties agree that no persons supplied by the Contractor in the performance of the 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 will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the City harmless with respect thereto.



SECTION VIII – STANDARD TERMS AND CONDITIONS

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:

The Contractor will perform all work so that no damage to the building or grounds results. The Contractor will repair any damage caused to the satisfaction of the City at no cost to the City.

H. WARRANTIES

1. Quality:

The Contractor expressly warrants that all goods or services furnished under this Contract will conform to the specifications and appropriate standards.

2. Responsibility for Correction:

It is agreed that the Contractor will be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance.

3. Liens:

The Contractor will 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:

The Contractor will 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.

I. 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



SECTION VIII – STANDARD TERMS AND CONDITIONS

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:**

The 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 will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

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.

J. **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 will be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.



SECTION VIII – STANDARD TERMS AND CONDITIONS

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 will be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Contractor will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

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 the Contractor for acting or failing to act as in any of the following:

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

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

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

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

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract and/or give the City a positive indication that the 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.



SECTION XI – PROPOSER OFFER AND SUBMITTAL

IX. PROPOSER OFFER and SUBMITTAL (COMPLETE AND RETURN)

Please complete and submit:

- 1) Original and six copies of this entire Submittal Section which includes:

The Pricing Page(S) (“Price Component”)

Your narrative Response to the Evaluation Criteria as stated in Section V(C)(6) (Evaluation Criteria) (“Technical Component”)

Company Information

Offer and Acceptance

All other documents, if any, required by Section V, Evaluation Requirements: (List)

Any alternative terms, clearly separated and marked as such as an attachment to the Submittal.

Any proprietary information clearly separated and marked as such as an attachment to the 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:**

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

Cost is a factor in awarding the contract, however, only those proposals that meet all the mandatory criteria in the RFP will be given consideration. The contract will not be awarded solely on the basis of price. After a composite technical score for each proposer has been established, the pricing score will be considered and additional points 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.



SECTION XI – PROPOSER OFFER AND SUBMITTAL

PRICE PROPOSAL

Module, Training, Options, License Fees and Annual Fee Costs

The total cost to purchase the proposed software and implement the system shall be given below. All prices are to include all material, labor, warranty, shipping and other related costs. All software required to make the system operational must be presented. Provide licensing costs as concurrent users for each module.

Optional functionality costs are to be indicated in the table below. Proposer must indicate if the module is included in the software package or if it is available at an addition cost, or, if it is not available.

UP- FRONT COSTS		
Cost of the Software	\$ _____	
Set-up/Installation	\$ _____	
* Conversion of existing data	\$ _____	
License Fees	\$ _____	
Required Hardware (define)	\$ _____	
Subscription Service Fee (if remote)	\$ _____	
*Training:	On-site Training	\$ _____/per
	Off Site Training	\$ _____/per
	Initial Training (with field reps)	\$ _____/per
	Computer based	\$ _____/per
	Web-based	\$ _____/per
First year's Maintenance & Support	\$ _____	
*PROPOSAL MUST INDICATE IF PRICING IS PER HOUR/PER DAY/PER MODULE or PER UNIT		

OPTIONS		
Costs for maintaining collected data	\$ _____	
Interface with the City SAP system	\$ _____	
Greenhouse Gas Emissions tracking	\$ _____	
Weather normalized reporting		
Future real time energy consumption monitoring:	Per Account:	
	Sub-metering:	\$ _____
	Interaction with Installed smart meters	\$ _____
	Sub-meter billing capabilities	\$ _____
Cost per additional account and/or set-up	\$ _____	



SECTION XI – PROPOSER OFFER AND SUBMITTAL

FUTURE COSTS	
Subsequent years' Maintenance Contract Renewal	\$ _____ \$ _____ \$ _____
Cost of additional User License	\$ _____
Annual Support (if not included in Maintenance Agreement)	\$ _____
Annual fee to Maintain and Update Utility rate schedules	\$ _____
Other (explain)	

B. TECHNICAL COMPONENT:

Provide in narrative form in accordance with Section V, Evaluation Criteria.

C. 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. _____

The Proposer certifies that the Proposer has read, understands, and will fully and faithfully comply with this Request for Proposals, any attachments and any referenced documents. The 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



SECTION XI – PROPOSER OFFER AND SUBMITTAL

Proposer's Contact Information:

Company Name _____

Address _____

City, State and Zip
Code _____

Telephone Number _____

Company's Fax Number _____

Company's Toll Free # _____

Email Address _____

Website _____

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.

Name _____

Address _____

City, State and Zip
Code _____

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.

Name _____

Address _____

City, State and Zip Code _____



SECTION XI – PROPOSER OFFER AND SUBMITTAL

D. SOLICITATION RESPONSE CHECK LIST
(NOT NECESSARY TO RETURN CHECKLIST 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.
- 2. Narrative Portion of the Proposal follows the sequence set forth in Section V – Evaluation Requirements.
- 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:
The mailing envelope clearly shows:
Your company’s name and address, the RFP Number, RFP Title, and the proposal opening date.
- 9. The response will be mailed in time to be received no later than 10:00 a.m. local Arizona time.
- 10. Request for Consideration of Alternate Terms, if needed, is included. See Section IV(I), Instructions to Proposers. If requested, the request must be submitted with the proposal either as a separate section of the proposal or as a separate attachment and must be titled as “Request for Consideration of Alternate Terms.”
- 11. The completed IRS W-9 form.



EXHIBIT A – UTILITY BILL SAMPLES

The attached .PDF files are bills submitted by the Utility companies, SRP, APS & SWG. They will need to be downloaded separately from the solicitation (RFP) document.