

NOTICE & REQUEST FOR PROPOSALS TOWN OF GILBERT

Services: **CIS Software**
Solicitation Number: **320000190**
Proposal Opening/Deadline for Submittal: **January 16, 2020 2:00 p.m.**
Location: Municipal Center, Room 233, 50 East Civic Center Drive, Gilbert, AZ 85296
Town Staff Contact/ telephone number: Diane Shannon 480-503-6818 diane.shannon@gilbertaz.gov
Agreement Documents available at: Bid documents may be downloaded from www.gilbertaz.gov/rfp at no charge.

Date and Location for Submittal of Sealed Proposals: Sealed proposals will be received at the **Town of Gilbert Purchasing Division, Attn: Diane Shannon, Municipal Center, 50 East Civic Center Drive, Gilbert, Arizona 85296 until 2:00 pm January 16, 2020**, for the above services. Proposals must be submitted in a sealed envelope clearly marked on the outside with the name of the services and the solicitation number. Any proposal received after the time specified will be returned unopened. It is the proposer's responsibility to assure proposals are received at the above location on or before the specified time. Proposals will be **opened at 2:00 pm in Conference Room 233**, and the names of proposers publicly read aloud immediately after the time for receiving proposals.

Pre-Proposal Conference: No Pre-proposal Conference will be held.

Deadline for Inquiries: The deadline for inquiries is December 17, 2019 at 4:00 p.m.
Questions and/or inquiries must be submitted in writing on or before December 17, 2019 at 4:00 p.m.

Work Summary: Gilbert seeks proposals from qualified software vendors (Proposer) that can provide Customer Information System (CIS) software that meets the Town's functional and technical requirements. It is expected that implementation will begin in July 2020. The initial Agreement term will commence upon execution of the Agreement and continue through June 30, 2021. The Agreement may be renewed for up to nine (9) additional one (1) year terms.

Proposal Requirement: Each proposal will be in accordance with the proposal requirements, set forth in the Request for Proposals, which may be downloaded from www.gilbertaz.gov/rfp or obtained by contacting Diane Shannon 480-503-6818 diane.shannon@gilbertaz.gov Any proposal which does not conform in all material respects to the Request for Proposals will be considered non-responsive.

Right to Reject Proposals: Gilbert reserves the right to reject any or all proposals, waive any informality in a proposal or to withhold the Award for any reason Gilbert determines.

Equal Opportunity: Gilbert is an equal opportunity employer. Minority and women's business enterprises are encouraged to submit proposals on this solicitation.

DATED: December 3, 4, 5, 6, 2019

Services RFP
Form No. 1.3.5
Revised October 21, 2019 (JFB)

**IMPORTANT
PROPOSER'S CHECK LIST**

- 1. **The proposal has been signed in the Section IV.** (Proposals not signed in this section will not be considered.)
- 2. **Authorized Signature Form is enclosed.**
- 3. The proposal prices offered have been reviewed. (See Section 1.16) and **return Exhibit A Pricing**
- 4. Any required descriptive literature or other information have been included:
 - a. **Exhibit A Pricing**
 - b. **Exhibit B Existing and Prior Customer**
 - c. **Exhibit C Reports**
 - d. **Exhibit D CIS Software Requirements—this is a separate document and must be submitted in WORD format—NOT pdf.**
- 5. **The Agreement Time and/or schedules have been included.**
- 6. **Any addendums have been included/noted in Offer Section.** (See Section 4.6)
- 7. The mailing envelope/package has been addressed to:

**320000190 CIS Software RFP
Diane Shannon, Contract Analyst
50 East Civic Center Drive
Gilbert, Arizona 85296**
- 8. Proposal Package/Envelope has been identified with proposal number and title.
- 9. The proposal is submitted in time to be received and stamped in by a Town of Gilbert representative no later than specified time on designated date. (Otherwise the proposal cannot be considered.)

REQUEST FOR PROPOSAL DOCUMENTS FOR:
320000190
FOR THE TOWN OF GILBERT, ARIZONA

Gilbert intends to purchase CIS Software services in compliance with these specifications.

I. REQUIREMENTS FOR PROPOSERS.

1.1 Proposal Opening Date and Location: Proposals will be received in the office of the Town of Gilbert Purchasing Division, Attn: Diane Shannon, Municipal Center, 50 East Civic Center Drive, Gilbert, Arizona 85296, until **2:00 p.m. on January 16, 2020** at which time the names of the proposers will be opened and publicly read. Proposal prices will not be read. Late proposals will not be considered.

1.2 Proposal Documents Available: The Proposal Documents consist of four parts: I. Requirements for Proposers, II. General Conditions, III. Scope of Work, and IV. Proposer's Proposal (form). Also included is Exhibit A Pricing, Exhibit B Customer References, Exhibit C Reports and Exhibit D Requirements. The Proposal Documents are available for downloading from www.gilbertaz.gov/rfp or by contacting Diane Shannon 480-503-6818 diane.shannon@gilbertaz.gov

1.3 Incorporation of Proposal Documents: All of the Proposal Documents apply to and become a part of the terms and conditions of the proposal.

1.4 Proposal Form: Proposals must be submitted only on the proposal form. All proposals must be submitted in a sealed envelope clearly marked "**Proposal for CIS Software RFP, Attn: Diane Shannon, Solicitation 320000190.**"

1.5 Pre-Proposal Conference: There will not be a pre-proposal conference.

1.6 Town's Right to Reject Proposals: The Town of Gilbert reserves the right to reject any and all proposals and to waive technicalities.

1.7 Late Proposals: Late submittals and/or unsigned Proposals will not be considered under any circumstances. Envelopes containing Proposals with insufficient postage will not be accepted by Gilbert. It is the sole responsibility of the Proposer to see that his/her Proposal is delivered and received by the proper time and at the proper place.

1.8 Proposal Amendment or Withdrawal: A Proposal may be withdrawn anytime before the Proposal due date and time. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided by applicable law.

1.9 Public Record: All Proposals submitted in response to this solicitation and all evaluation related records shall become property of Gilbert and shall become a matter of public record for

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review, subsequent to proposal opening. Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known in writing to Gilbert in Proposals submitted, and the information sought to be protected clearly marked as proprietary. Gilbert will not insure confidentiality of any portion of the proposal that is submitted in the event that a public record request is made. Gilbert will provide 48 hours notice before releasing materials identified by the proposal as confidential or proprietary in order for the proposer to apply for a court order blocking the release of the information.

1.10 Persons with Disabilities: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Town of Gilbert Purchasing Division, Name of Contract Specialist. Requests shall be made as early as possible to allow time to arrange the accommodation.

1.11 Proposal Acceptance Period: All proposals shall remain open for 180 days after the day of the opening of proposals, but Gilbert may, at its sole discretion, release any proposal and return the proposal security (as applicable) prior to that date. No Proposer may withdraw his Proposal during this period without written permission from Gilbert. Should any Proposer refuse to enter into an Agreement, under the terms and conditions of the procurement, Gilbert may retain the security (as applicable), not as a penalty, but as liquidated damages.

1.12 Addendum: This Request for Proposals may only be modified by a written Addendum. Potential Proposers are responsible for obtaining all addenda.

1.13 Proposer Registration: Proposers shall register via the on-line Vendor Registration system at www.publicpurchase.com in order to receive notification of Addenda to this Solicitation or notice of other solicitation opportunities. A Proposer who is not so registered must contact the Gilbert Purchasing Contact person, Diane Shannon 480-503-6818 diane.shannon@gilbertaz.gov to make other arrangements to receive notice of Addenda to this Solicitation. The Solicitation and all addenda will be posted on the Gilbert website at www.gilbertaz.gov/rfp

1.14 Proposal Bond INTENTIONALLY OMITTED

1.15 General Evaluation Standards:

1.15.1 Gilbert seeks to obtain the services described above in the Scope of Work. Gilbert will evaluate proposals on the selection criteria set forth below. Gilbert will be the sole judge of whether the services offered are acceptable. Proposals from individuals who have provided inadequate services to municipalities in the past, or proposals offering services proven unsatisfactory in Town's sole judgment may be rejected and not considered.

Item	Description	Weight
Software	<ul style="list-style-type: none"> Breadth of modules - offers all modules required Depth of functionality - meets software requirements 	30%
Technology	<ul style="list-style-type: none"> Adherence to IT Strategy – platforms, database, accessibility Integration to other systems – experience and tools offered Vendor adoption of technology at reasonable pace 	15%
Vendor	<ul style="list-style-type: none"> Vendor viability and vision Organizational strength Experience with other government entities of similar complexity References provided of similar entities and similar complexity 	15%
Total Cost 10 Years	<ul style="list-style-type: none"> Software license or lease costs Implementation services Maintenance Terms and conditions 	15%
Implementation	<ul style="list-style-type: none"> Defined and proven implementation methodology Addresses installation, requirements review, application design, integration, training, configuration, report development, data conversion, testing, best practice review Proposed project timeline Staffing resources and qualifications 	25%
Total		100%

1.15.2 Gilbert reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so.

1.15.3 A Proposer (including each of its principals) who is lawfully prohibited from any public procurement activity may have its Proposal rejected.

1.15.4 Clarifications. Gilbert reserves the right to obtain Proposer clarifications where necessary to arrive at full and complete understanding of Proposer’s product, service, and/or solicitation response. Clarification means a communication with a Proposer for the sole purpose of eliminating ambiguities in the Proposal and does not give Proposer an opportunity to revise or modify its proposal.

1.15.5 Waiver and Rejection Rights. The Town of Gilbert reserves the right to reject any or all Proposals or to cancel the solicitation altogether, to waive any informality or irregularity in any Proposal received, and to be the sole judge of the merits of the respective Proposals received.

1.15.6 Software Demos The functional and technical product demos will be

presented to the Town by the Short Listed Proposers according to a customized Demo Script. Proposers will be provided an opportunity to ask questions about the Demo Script and demo process prior to the scheduled demo. All Proposers must follow this script during their demo process. The evaluation criteria for the demo process will include adherence to the script as well as the ability to successfully demonstrate the product's ability to meet the Town's functional and technical requirements. The Town reserves the right to request additional information, interviews, follow-up demonstrations or any other type of clarification of proposal information it deems necessary to evaluate the final proposed solution.

1.15.6 Due Diligence Review The Town may request a more extensive technical or functional demo from Short Listed Proposers as part of a final due diligence review. The Town may also conduct site visits or conference calls with any of the Short Listed Proposer's references. These visits or conference calls will be scheduled on an as-needed basis. References may or may not be reviewed or contacted at the discretion of the Town. The Town reserves the right to contact references other than and or in addition to those furnished by the Proposer.

1.16 Proposal Preparation:

1.16.1 Format. Proposers shall submit their Proposal with an **original , 2 paper copies and 2 electronic copies** on Flash Drive and shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document must be legible and contain the same information requested on the forms.

1.16.2 No Facsimile or Electronic Mail Proposals. Proposals may **not** be submitted in facsimile or electronically (via email). A facsimile or electronic email Proposal shall be rejected.

1.16.3 Typed or Ink Corrections. The Proposal shall be typed or in ink. Erasures, interlineations or other modifications in the Proposal shall be initialed in ink by the person signing the Proposal.

1.16.4 No Modifications. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under applicable law.

1.16.5 Content. The Proposal shall contain all of the following information/sections:

Section	Description
1. Cover Letter	The Cover Letter should provide an summary of the Proposer’s products and services offered relevant to the scope of work in this RFP. Limit 2 pages.
2. Requirements	Complete Requirements document which is a separate file and part of the required RFP response following the directions provided. Each Requirement <i>must</i> have a rating and a comment relative to how the function is met with the software. Submit in Word format and do not make any changes to formatting of this document, e.g. fonts, page breaks, layout, etc.
3. Pricing	<p>Complete Pricing Summary page using Exhibit A of this RFP. Pricing must be fully comprehensive including all taxes and any available discounts or CPI increases. Pricing must be valid for at least 180 days from response submission date:</p> <ul style="list-style-type: none"> a. Software: Provide estimates for user counts. Include pricing for both on-premises and hosted options if applicable. b. Implementation Services: Including but not limited to implementation of the software, data conversion, process review and design, system configuration, report development, testing, and training. c. Maintenance: Indicate estimated cost and percent of software license plus increases for years 2 – 10. <p>Note: Additional pricing information should be supplied if it clarifies or provides relevant detail to your estimate.</p>
4. Implementation	<p>Provide an overview of Proposer’s implementation methodology including:</p> <ul style="list-style-type: none"> d. Project Plan: Sample Project Plan including Phases, Tasks and Timeline e. Town resources: role, responsibilities, estimated time per month f. Vendor resources: role, responsibilities, estimated time per month g. Provide resumes of proposed project team members h. Process improvement: approach to process improvement through implementation. The Town’s preference is to modify processes to leverage best practices offered by the software i. Change Management: methodology and tools used j. Data conversion: methodology and experience migrating customers from Eden CIS k. Testing: methodology, scripts, etc. l. Training: methodology, vendor resource, documentation, etc. The Town is interested in on-site training with a blend of vendor and internal resource facilitation. m. Report development n. Post go-live support services offered

<p>5. Support</p>	<p>Provide an overview of support services offered and recommended including:</p> <ul style="list-style-type: none"> a. System administration – performance monitoring, tuning, patch and version releases, backup, disaster recovery, etc. b. User support – hours of service, average/guaranteed response time, ticketing system used, remote support, resources available, escalation process, etc. c. Availability of 24x7 support and costs d. Support for 3rd party applications e. System Enhancements – approach to user enhancement requests f. Online training / library resources g. User groups and conferences
<p>6. Technology Overview</p>	<p>Provide an overview of the system technology and future strategic direction. including:</p> <ul style="list-style-type: none"> a. Options for technical architecture, e.g. hosted, on-premises, Cloud-based b. Environments supported: Production, Development, Test, Training, etc. c. Hardware specifications for the proposed solution d. Mobile hardware and operating system specifications e. Two-Factor Authentication – Mobile, Hosted platform, etc. f. Remote access capabilities; supported technologies, and portals available g. Online data dictionary h. Escrow Agreements; how data would be delivered or provided to the Town in the event the relationship between the Town and the Proposer is terminated i. Timing and frequency of software updates
<p>7. References</p>	<p>Using the forms provided in Exhibit B, provide five public sector customer references that are similar in size and project scope Three references shall be current customers and two references shall be past customers.</p>
<p>8. Contract Performance</p>	<p>Indicate if at any time during the past five years Proposer has had a contract terminated for convenience, non-performance, or any other reason, or has entered into legal action with a customer. Describe the situation(s) including name and address of contracting party and circumstances.</p>
<p>9. Proposer Contract Samples</p>	<p>Provide sample contract documents that may include the following:</p> <ul style="list-style-type: none"> a. Statement of Work b. Perpetual Software License or SaaS License Agreement c. Maintenance or Support Agreements d. Service Level Agreements e. 3rd Party Agreements
<p>10. Exhibits</p>	<p>Include response to Exhibits A through D</p>

Subcontractors:

Please list any subcontractors for this project.

1.16.6 Solicitation Addendum Acknowledgement. Each Solicitation Addendum shall be acknowledged in the Proposal Section, which shall be submitted together with the Proposal on the Proposal due date and time. Failure to note a Solicitation Addendum may result in rejection of the Proposal.

1.16.7 Evidence of Intent to be Bound. The Proposal form within the Solicitation shall be submitted with the Proposal and shall include a signature by a person authorized to sign the Proposal. The signature shall signify the Proposer's intent to be bound by its Proposal and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Proposal.

1.16.8 Non-Collusion and Non-Discrimination. By signing and submitting the Proposal, the Proposer certifies that: the Proposer did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and the Proposer certifies that it does not discriminate against any employee or applicant for employment based on race, color, age, sex, religious or political affiliation, sexual orientation, gender identity, family status, marital status, national or ethnic origin, or mental or physical disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

1.17 Inquiries

1.17.1 Duty to Examine. It is the responsibility of each Proposer to examine the entire Solicitation, seek clarification (inquiries), and examine its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for modifying or withdrawing the Proposal after the Proposal due date and time, nor shall it give rise to any Contractor claim.

1.17.2 Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation should be directed solely to the Contact person listed on the cover page of the solicitation. The Bidder shall not contact or direct inquiries concerning this Solicitation to any other Gilbert employee unless the Solicitation specifically identifies a person other than the Contact Person as a contact.

1.17.3 Submission of Inquiries. All inquiries except those at the Pre-Proposal Conference shall be submitted in writing and shall refer to the appropriate Solicitation number, page and paragraph. Inquiries should be emailed to the contact person identified in this RFP. Gilbert shall consider the relevancy of the inquiry but is not required to respond in writing.

1.17.4 Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted **by 4:00 pm on December 17, 2019** before the Proposal due date and time for review and determination by Gilbert. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.

1.17.5 No Right to Rely on Verbal Responses. A Proposer shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.

II. GENERAL CONDITIONS

2.1 Agreement Term; Renewal. If funds for this Agreement are not appropriated or budgeted by July 1, 2020, Gilbert may terminate this Agreement by giving written notice to Contractor. Otherwise, It is expected that implementation will begin in July 2020. The initial Agreement term will commence upon execution of the Agreement and continue through June 30, 2021. The Agreement may be renewed for up to nine (9) additional one (1) year terms. The Agreement may be renewed upon written approval of Gilbert's Purchasing Officer if: (1) the renewal Agreement amount does not exceed \$100,000; or (2) the original prices remain in effect during the renewal term. If at least 60 days prior to the end of the original term the Contractor requests a price adjustment, Contractor shall submit evidence of increased costs to Gilbert. Any price adjustment shall be in the sole discretion of Gilbert and shall not exceed the amount of increased cost to the Contractor. Price adjustment requests shall be a factor in the Agreement extension review process. A price adjustment less than 10% of the original Agreement price may be approved by the Purchasing Officer. The Gilbert Council must approve renewal in all other cases. Any renewal shall be in writing and shall expressly state the prices for the services during the renewal term. Any renewal shall be contingent on funds being appropriated or budgeted for the renewal term.

2.2 Bonds: INTENTIONALLY OMITTED

2.3 Cooperative Use of Agreement: In addition to the Town of Gilbert and with the approval of the Vendor, this Agreement may be extended for use by other municipalities, school districts, and government agencies of the State. A current listing of eligible entities may be found at www.mesaaz.gov/business/purchasing/save. Any such usage by other entities must be in accordance with the ordinance, charter and /or procurement rules and regulations of the respective political entity.

2.4 Protests: Pursuant to the Municipal Code Section 2-368, an interested party may protest a solicitation by filing a protest in writing to the purchasing officer not fewer than five days before the closing date and time of the solicitation. An unsuccessful proposer or bidder may protest a determination of nonresponsiveness or nonresponsibility by the Town by filing a protest in writing with the purchasing office not more than five days after issuance of notice of such determination by the Town. An unsuccessful proposer or bidder may protest a contract award by filing a protest in writing with the purchasing office not more than five days after issuance of a notice of apparent low responsive and responsible bidder, or a notice of intent to award. The protest shall include the following information: (1) The name, address and telephone number of

the protester; (2) Identification of the contracting activity and the number of the solicitation; (3) The signature of the protester or its authorized representative; (4) A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) The specific relief requested.

2.5 Solicitation Transparency Policy: Beginning on the date this Solicitation is issued and continuing until either the date a contract is awarded or this Solicitation is withdrawn by Gilbert, all persons or entities who respond or intend to respond to this Solicitation, including without limitation their employees, agents, representatives, partners, subcontractors, consultants, joint venturers, members, lobbyists, or attorneys (collectively, "Proposers"), shall only discuss matters associated with this Solicitation with the Procurement Officer designated in this Solicitation and shall not have any direct or indirect contact about this Solicitation with any other Town staff or Town official, including, without limitation, members of the evaluation panel, the Town Manager, Deputy Town Managers, the Mayor, or any member of the Gilbert Town Council. As long as the subject matter of the Solicitation is not discussed, Proposers may continue to conduct business with Gilbert.

Notwithstanding the foregoing, Proposers may discuss this Solicitation with the Mayor or a member of the Gilbert Town Council, provided such meetings are scheduled through the Procurement Officer listed on this Solicitation, conducted in person at 50 E. Civic Center Drive, Gilbert, Arizona 85296, and are posted as open meetings by the Town Clerk at least twenty-four (24) hours prior to the scheduled meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

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 who violate this policy shall be disqualified from participating in this Solicitation.**

III. SCOPE OF WORK

BACKGROUND AND CURRENT SYSTEMS

Background

The Town is located in Maricopa County in the state of Arizona. Once known as the "Hay Shipping Capital of the World", it is the sixth-largest municipality in Arizona, and the fifth-largest in the Metropolitan Phoenix Area. The Town is a growing municipality that currently has 88,000 customers for Water, Wastewater, and Solid Waste. The growth rate has been approximately 100 customers per month. The current population is approximately 250,000.

The Town is a full-service municipality with the following departments: Finance and Management Services, Clerk's Office, Town Manager's Office, Court, Office of Digital Government, Intergovernmental Relations, Human Resource, Development Services, Economic Development, Fire and Rescue, Police, Public Works, Parks and Recreation, Information Technology, Office of Management and Budget.

Current System Environment

The Town currently uses Tyler’s Eden CIS software and Tyler Munis for Financial Management and Human Capital Management. The Town expects to replace Eden with a CIS solution that provides functionality to support the Town’s functional and technical requirements.

The following table summarizes key systems used by the Town today, how they relate to this project, and whether they will be interfaced or integrated with the replacement CIS solution.

Vendor - Application	Replace	Integrate/ Interface
Tyler Eden - CIS	Yes	
Tyler Munis - Financials		Yes
Tyler EnerGov – Community Development		Yes
Lucity – Work Management		Yes
Esri – GIS		Yes
Tyler Cashiering - Cashiering		Yes
Paymentus - /Online Citizen Portal	Maybe	Maybe
311 Online Citizen Portal	Maybe	Maybe
Sensus – AutoVu, AutoRead, TouchRead handhelds		Yes
RouteSmart – Route Management for Water	Maybe	Maybe
OnBase – Enterprise Document Management		Yes

Shadow Systems. Town departments have developed various shadow systems using Excel and other desktop tools to manage, query, and report information outside the CIS system. The vision of the Town is to eliminate or minimize the need for shadow systems within each department and rely on CIS technology to improve efficiencies and system usability. Process improvement is expected to coincide with software implementation activities and the adoption of best practices where possible.

Platform. The Town prefers a CIS solution that runs in a Microsoft Windows Server environment utilizing the latest Microsoft SQL Server database for on-premises solutions. The Town is also considering SaaS or hosted solutions with a preference for single-tenant. If SaaS or hosted solutions are to be considered, the Town desires access to their data using an open API or Microservice API to facilitate BI reporting. Microsoft Office is currently hosted in Office 365. 100% Web-based systems are preferred with no desktop installation required. The Town’s preference for on-premises solutions would be those that support virtualization using VMWare. The Town prefers a solution that is browser agnostic.

Security. It is expected that the new CIS system will have tight security controls which meet regulatory compliance and audit standards. Systems that utilize Microsoft Silverlight technology should have an exit strategy to mitigate security issues inherent with that technology. Overall preference is for role-level security to the menu, function, screen and field level; security should flow through to reports and queries. Microsoft Active Directory is preferred for single sign-on and global security administration, or SAML 2.0 to Active Directory if Cloud hosted.

GIS Systems. The Town uses Esri ArcGIS for the GIS solution. Map layers are maintained for meter

locations, infrastructure, and other purposes. The Town envisions that the new CIS system will have a level of integration with GIS to assist with the lookup of meter location for services, route management for Meter Reading and Solid Waste, views of utility infrastructure, upcoming service or maintenance events, etc.

Service Requests and Work Orders. The Town uses Eden for all Service Requests and new customer meter installation activities. All meter inventory is contained in Eden. All other work requests are sent to Lucity for the generation of a Work Order (e.g. Water shut off, meter replacement, Solid Waste or Recycle container placement, leak inspections, repairs, etc.). It is the preference that the CIS is the system of record for all required activities with an interface to Lucity for Work Orders and work management. However, the Town is open to best practice recommendations provided by the Proposer.

Integration. There are some Town systems that are interfaced to the current CIS software. The Town intends to leverage improved integration with a replacement solution using more open tools that support integration technologies such as XML, Web Services, SOA, open APIs, etc.

Desktops. Workstations currently run on Windows 10.

Mobile Access. The Town is a mobile-first organization and is heavily leveraging mobile technology including a Citizen application. At a minimum the Town requires mobile or remote access by Utility Billing and Public Works staff and Utility Customers. Preference is iOS and iPad/iPhone compatibility for internal users, and Android or device and operating system agnostic for citizens/external users. The ability to cache data from the server, allow data entry in the field without Wi-Fi connectivity, and re-synch data once connectivity is available is considered optimal but not required.

Citizen Portal. The Town uses Paymentus for presentation of citizen-facing information. Integration is preferred unless Proposers offer similar Portal functionality within their solution. The Town is open to exploring available options that yield the most benefit to its citizens.

Cash Receipting. Central cashiering is performed using Tyler's Cashiering solution for its front counter. Online payments are processed using Paymentus' Payment Gateway. In addition to these solutions, the Town imports utility payments from its Lock Box and other feeder systems. Payment is supported via multiple methods, e.g. integrated Voice Response (IVR), online, automated ePayment or via telephone. Optimally, the import and application of payment data from all systems should be real time to facilitate posting to customer accounts in a timely basis to avoid service disruptions.

Reporting. The Town requires user-friendly query and reporting tools that are intuitive to the end user community. Excel data export for manipulation is required. The preference is towards custom or standard reports with the ability to filter data, specify date ranges, etc. that users can generate rather than relying on IT or super users. Microsoft SSRS and Crystal Reports are currently used for advanced reporting needs. A list of current reports is included in Exhibit C.

Document Management. The Town currently uses OnBase for document management. A replacement CIS system should provide functionality to store documents related to transactions

within the system, as well as be able to link to or interface with OnBase enterprise document storage.

Conclusion. It is anticipated that the new CIS system and successful implementation will:

- Position the Town to meet its current and future strategic objectives.
- Make information easily and broadly available to internal and external consumers of data.
- Improve workflow and communication internally and externally.
- Improve collaboration of CIS data across Town departments.
- Automate manual processes, reduce paper and utilize automation where possible.
- Removal of duplicate work
- Minimize the use of shadow systems.
- Promote the adoption of best practices and the development of policies and procedures.
- Provide intuitive systems that are easier to navigate, e.g. via workflow, user shortcuts, etc.
- Provide end user query and reporting tools.
- Support or complement the desired technical architecture.

SCOPE OF WORK AND TIMELINE

Scope of Work

The Town intends to purchase a CIS system that supports the following functional areas:

Required Functional Areas
Customer Records
Customer Service
Service Requests and Work Orders
Utility Billing
Accounts Receivable and Cashiering
Queries and Reports

The Town will choose a CIS system that most closely meets its requirements for flexibility and configurability, the functional requirements defined in this RFP, and that provides an open system architecture that permits interfacing to other internal and external systems.

The solution selected will be implemented using an approach as recommended by the selected Proposer and approved by the Town. The Town expects process improvement through implementation of the new system and intends to adopt the best practices offered by the selected Proposer. Proposers who are invited to demonstrate their product should be prepared to discuss the application's best practices and the system's ability to adapt to user preferences.

Timeline

The following defines the estimated timeline for this project. The Town reserves the right to modify or reschedule procurement milestones as necessary.

Activity	Dates
Release of Request for Proposal	December 3, 2019
Written Questions Due (responses will be issued as an RFP Addendum and posted to the website)	December 17, 2019
Proposals Due	January 16, 2020
Selection of Short Listed Vendors	January 2020
Software Demos	February 2020
Due Diligence Review	April 2020
Final Contract Approval (Town Council)	April-May 2020
	June 2020

REQUIREMENTS

Exhibit D contains the CIS System Requirements. This document will become Section 2 of your RFP response. This is not a comprehensive list of all of the Town’s requirements but includes the key requirements that will be used to evaluate the proposals and will be incorporated into the signed contracts.

For each item a ranking has been provided indicating the importance to the Town. Rankings used are “R” for Required, “I” for Important, “N” for Nice to Have, or “E” for Explore. Software applications that are missing a significant number of required features and technology preferences may be eliminated from consideration.

Proposers must provide a rating and a comment for every item. If the requirement does not pertain to the proposal being submitted enter “N/A”. The comment should include a brief explanation of how the item is supported. Please do not modify the format, font, numbering, etc. of this section or insert page breaks or convert from PDF to Word. This corrupts the document format. If a submitted RFP includes blank responses, the document may be considered in violation and rejected. Use the following rating system to evaluate each line item:

Rating	Definition
4	Standard and available in the current release. Software supports this requirement and can be implemented out of the box or with configuration at no additional cost. No source code modification is required.
3	Meet requirement with minor modification. Modification maintains application on upgrade path. Testing and production of modifications will be completed by implementation date. Include an estimate for the cost of the modification.
2	Available with 3rd party software application. Indicate name of the application recommended and number of installs jointly completed.
1	Does not meet requirement and requires substantial system modification. Indicate timing required and estimated cost of modification.
0	Not available. Software will not meet requirement.

F	Future Release. Requirement will be available in future release. Indicate anticipated release date month and year.
----------	---

Sample Response Format: Use the format below when completing your response.

	General	Rating and Comment
R	1. Audit Trail with user, date, time stamp throughout all modules. Before/after values is Important.	4 System logs all transactions and stamps them with user, date, time and before/after values. A report can be generated to review audit history.

Exhibit A Pricing Summary

Provide summarized pricing information for your proposed solution. Additional supporting documents may be provided as details to the information on this page. Pricing must be fully comprehensive, complete, and list any available discounts. This form will become Section 3 of your RFP response.

CIS: 220 Named Users (105 Editing + 115 Read Only), 88,000 Utility Accounts		
Software		
Required Functional Areas:	\$	Assumptions
Customer Records		
Customer Service		
Service Requests and Work Orders		
Utility Billing		
Accounts Receivable and Cashiering		
Queries and Reports		
Other - Please Specify		
Sub-Total – Software		
Implementation		Assumptions
Implementation		
Process Review, Design, Configuration, Testing		
Data Conversion		
Training		
Report and Form Development		
Integration		
Travel		
Other – Please Specify		
Sub-Total – Implementation		
Maintenance/Recurring License		Indicate percent and annual increase
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
Year 6		
Year 7		
Year 8		
Year 9		
Year 10		
Sub-Total Maintenance/Recurring License		
TOTAL – YEAR 1		
Software, Implementation, Maintenance		
TOTAL – YEARS 1-10		
Software, Implementation, Maintenance		

Exhibit B

Customer References – Existing Customers

Item	Vendor Response
Client Reference No. 1 – Existing	
Name	
Number of Employees	
Utility Accounts - Types	
Utility Accounts - Number	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Products, Modules, Services Provided by Vendor	
Implementation Kick Off Date	
Go Live Date	
Rationale for including the specific reference	
Client Reference No. 2 – Existing	
Name	
Number of Employees	
Utility Accounts - Types	
Utility Accounts - Number	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Products, Modules, Services Provided by Vendor	
Implementation Kick Off Date	
Go Live Date	
Rationale for including the specific reference	
Client Reference No. 3 – Existing	
Name	
Number of Employees	
Utility Accounts - Types	
Utility Accounts - Number	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Products, Modules, Services Provided by Vendor	
Implementation Kick Off Date	
Go Live Date	
Rationale for including the specific reference	

Exhibit B

Customer References – Prior Customers

Item	Vendor Response
Client Reference No. 1 – Prior	
Name	
Number of Employees	
Utility Accounts - Types	
Utility Accounts - Number	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Products, Modules, Services Provided by Vendor	
Implementation Kick Off Date	
Go Live Date	
Reason Reference is No Longer a Customer	
Client Reference No. 2 – Prior	
Name	
Number of Employees	
Utility Accounts - Types	
Utility Accounts - Number	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Products / Services Provided by Vendor	
Implementation Kick Off Date	
Go Live Date	
Reason Reference is No Longer a Customer	

Exhibit C Reports

No.	Department/Function	System Used	Report	Description and Purpose	Key Data Elements
1.	Finance	Eden	Receipt Registers		
2.	Finance	Eden	Billing Registers		
3.	Finance	Eden	Unposted Transaction Report		
4.	Finance	Eden	Loan Balance summary		
5.	Finance	Eden	Loan Balance payment detail by customer		
6.	Finance	Eden	Trial Balance Report		
7.	Finance	Eden	Accounts Receivable aging by fund:	Would list amounts that remain uncollected from customers as of a cut-off date and by fund (i.e. Water, Wastewater, Environmental Services)	
8.	Finance	Eden	Revenues by fund and by type:	List amounts billed by type (i.e. water meter sales, hydrant water, etc.) and by fund (i.e. Water, Wastewater, Environmental Services) for a specific date range	
9.	Finance	Eden	Number of utility accounts as of a certain date:	Broken out by type of account (i.e. water, wastewater, environmental services) and customer type (i.e. residential, commercial/industrial, schools, construction)	
10.	Finance	Eden	Schedule of 10 largest customers:	Broken down by type (i.e. water, wastewater, environmental services) and includes customer	

Services RFP
Form No. 1.3.5
Revised October 21, 2019 (JFB)

No.	Department/Function	System Used	Report	Description and Purpose	Key Data Elements
				name, and the associated fees charged for a specific date range	
11.	Finance	Eden	Water Customer History:	Report by fiscal year the number of utility accounts and water consumption in gallons by customer type (i.e. residential, commercial/industrial, schools, construction)	
12.	Finance	Eden	Wastewater Customer History:	Report by fiscal year the number of accounts by type (i.e. commercial/industrial, municipal, residential - multi-family, residential - single-family, schools)	
13.	Finance	Eden	Environmental Services (trash) Customer History:	Report by fiscal year the number of accounts by type (i.e. commercial/industrial, municipal, residential - multi-family, residential - single-family, schools)	
14.	Water	Eden	Meter Change out report	Be able to dump information into excel for analyzing meter change outs	
15.	Water	Eden	Meter change out QC	Check for missing meter information in meter fields	
16.	Water	Eden	Meter Count	Count the number of meters in the ground. Count the number of Active accounts. Count the number of Meter Sets (Meter Box Locations) and the difference between	

Services RFP
Form No. 1.3.5
Revised October 21, 2019 (JFB)

No.	Department/Function	System Used	Report	Description and Purpose	Key Data Elements
				all three.	
17.	Water	Eden	Zero Consumption Report	Meters that may need change out to no consumption	
18.	Meters	Eden	Missing meter reads.	List of missing meter reads.	
19.	Meters	Eden	Water Route Summary Report	This summary report displays all water routes.	Route number, route description and number of accounts in the route.
20.	Meters	Eden	Same Day Service Order Listing	Custom Service Order listing report for Meter Department Only.	
21.	Meters	Eden	Meter Installed Report	Prints a report of all meters installed monthly. User inputs date parameters. Reports installations by month by meter size; new installs and meter change outs.	
22.	Meters	Eden	Manual meter reads	Listing of manual meter reads for a timeframe.	Lists Meter reader, Transaction Date, Address, Meter Description.
23.	Billing	Eden	Neighbor 2 Neighbor	# of accounts with Neighbor 2 Neighbor fee and \$ amount of the fee	
24.	Billing	Eden	Ebill Report	Provides total of accounts on paperless billing	
25.	Billing	Eden	Autopay	Provides total of accounts on Autopay	
26.	Billing	Eden	Accounts by Account type with fee counts	Gives totals grouped by account type with each fee type	# of accounts, account type, # of each fee type

That Proposer has received and reviewed all Addenda Nos. _____ issued for this Proposal. (Proposer's failure to list all Addenda numbers issued shall be grounds for rejection of the Proposal).

Name

Title

SUBSCRIBED AND SWORN TO BEFORE ME this ____ day of _____, 20__, by _____.

Notary Public

My Commission Expires:

TOWN OF GILBERT, ARIZONA
AUTHORIZED SIGNATURE FORM

Gilbert Agreement Number: _____

Contractor Name: _____

WHEREAS, the Town of Gilbert requires that Contractor execute documents necessary for the prompt and efficient execution of the business related to the AGREEMENT;

NOW, THEREFORE, on behalf of the Contractor, I hereby declare that

(Name of Parties Authorized)

is/are authorized to execute and sign on behalf of said Contractor the following documents:

- | | |
|------------------|--------------------------------|
| 1. The AGREEMENT | 5. CHANGE ORDERS |
| 2. The Bond | 6. All other papers necessary |
| 3. Payrolls | for the conduct of the |
| 4. Claims | corporation's affairs and |
| | the execution of the AGREEMENT |

The above-named person is granted the authority and duties herein referenced for the duration of the AGREEMENT for this PROJECT or until express notice of revocation has been duly given in writing, whichever is the lesser period. In the event Contractor is governed by a Board of Directors, a copy of the Resolution of the Board granting authority to said person(s) is attached hereto, and I hereby verify that such Resolution remains in full force and effect.

This instrument was acknowledged before me this _____ day of _____, 20____
by _____,
appearing before the undersigned Notary Public, and stated that he executed such instrument on behalf of said corporation for the
purpose and consideration therein expressed.

Notary Public

My Commission Expires:

For Reference ONLY, do not Return with Proposal

AGREEMENT FOR SERVICES

Agreement No. _____

THIS Agreement is entered into as of this _____ day of _____, 20____, by and between the Town of Gilbert, Arizona, a municipal corporation, hereinafter referred to as the “Town” and _____, hereinafter referred to as the “Contractor.”

FOR THE PURPOSE of providing _____ services for the Town of Gilbert, and Contractor do hereby mutually agree to the following:

1. SERVICES AND RESPONSIBILITIES

1.1 Retention of the Contractor. In consideration of the mutual promises contained in this Agreement, Gilbert engages the Contractor to render services set forth herein, in accordance with all the terms and conditions contained in this Agreement.

1.2 Scope of Services. The Contractor shall do, perform and carry out in a satisfactory and proper manner, as determined by Gilbert, the services set forth in this Agreement, including all exhibits (“Services”). The specific scope of work is set forth in Exhibit A.

1.3 Responsibility of the Contractor.

1.3.1 **[OPTIONAL: DELETE IF NOT APPLICABLE]** Contractor hereby agrees that the documents and reports prepared by Contractor will fulfill the purposes of the Contract, shall meet all applicable code requirements and shall comply with applicable laws and regulations. In addition, and not as a limitation on the foregoing, such documents and reports prepared by Contractor shall be prepared in accordance with professional Consulting standards, as applicable. Any review or approval of said documents and reports does not diminish these requirements.

1.3.2 Contractor shall tour the Services site and become familiar with existing conditions, including utilities, prior to commencing the Services and notify Town of any constraints associated with the Services site.

1.3.3 Contractor shall procure and maintain during the course of this Contract insurance coverage required by Paragraph 4 of this Contract.

1.3.4 Contractor shall designate _____ as Contractor Representative and all communications shall be directed to him. Key Contractor Personnel are set forth in Exhibit B. “Key Personnel” includes the Contractor employee who will place his license number and signature on key documents and those employees who have significant responsibilities regarding the Services and Contractor. Prior to changing such designation Contractor shall first obtain the approval of Gilbert.

1.3.5 Contractor's subcontractors are set forth in Exhibit B attached hereto and made a part hereof. Any modification to the list of subcontractors on Exhibit B, either by adding, deleting or changing subcontractors, shall require the written consent of Gilbert.

1.3.6 Contractor shall obtain its own legal, insurance and financial advice regarding Contractor's legal, insurance and financial obligations under this Contract.

1.3.7 Contractor shall coordinate its activities with Gilbert's representative and submit its reports to Gilbert's representative.

1.3.8 Contractor shall provide, pay for and insure under the requisite laws and regulations all labor, materials, equipment, and transportation, and other facilities and services necessary for the proper execution and completion of the Services. Contractor shall provide and pay for and insure for all equipment necessary for the Services.

1.3.9 Contractor shall obtain and pay for all business registrations, licenses, permits, governmental inspections and governmental fees necessary and customarily required for the proper execution and completion of Services. Contractor shall pay all applicable taxes. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Services.

1.4 Responsibility of Gilbert.

1.4.1 Gilbert shall cooperate with the Contractor by placing at his disposal all available information concerning the Services.

1.4.2 Gilbert designates _____ as its Gilbert Representative. All communications to Gilbert shall be through its Gilbert Representative. Phone - _____, and Email - _____.

1.5 Agreement Term; Renewal.

OPTION 1 Agreement Term; Renewal. If funds for this Agreement are not appropriated or budgeted by July 1, 20__, Gilbert may terminate this Agreement by giving written notice to Contractor. Otherwise, the Agreement commences upon execution of the Agreement and continues through June 30, 20____. The Agreement may be renewed for up to ____ () additional ___-year terms upon mutual agreement of the parties. The Agreement may be renewed upon written approval of Gilbert's Purchasing Officer if: (1) the renewal Agreement amount does not exceed \$100,000; or (2) the original prices remain in effect during the renewal term. If at least 60 days prior to the end of the original term the Contractor requests a price adjustment, Contractor shall submit evidence of increased costs to the Contractor. Any price adjustment shall be in the sole discretion of Gilbert and shall not exceed the amount of increased cost to the Contractor. Price adjustment requests shall be a factor in the Agreement extension review process. A price adjustment less than 10% of the original Agreement price may be approved by the Purchasing Officer. The Gilbert Council must approve renewal in all other cases. Any renewal shall be in writing and shall expressly state the prices for the services during the renewal term. Any renewal shall be contingent on funds being appropriated or budgeted for the renewal term.

OPTION 2: If funds for this Agreement are not appropriated or budgeted by July 1, 20__, Gilbert may terminate this Agreement by giving written notice to Contractor. Otherwise, the Agreement commences upon execution of the Agreement. Services shall not commence until issuance of a Notice to Proceed or Purchase Order by Gilbert. All services shall be completed by _____, 20__. Any intermediate deadlines or milestones are set forth in Exhibit C.

1.6 Schedule of Services. The Schedule of Services is set forth in Exhibit C.

OPTION – DELETE THE FOLLOWING IF OPTION 2 WAS USED: If this Agreement is renewed, a new Schedule of Services shall be mutually agreed upon.

2. COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation. All compensation for complete and satisfactory completion of services rendered by Contractor, including its subcontractor(s), shall be set forth in Exhibit D and shall not exceed \$_____.

2.2 Method of Payment. Method of payment shall be set forth in Exhibit D. If payment is to be made monthly, Contractor shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for services completed.

2.3 Invoices. Gilbert reserves the right to deduct up to ten percent (10%) from the invoiced amount for any invoice submitted more than sixty (60) days after the Services are completed. Invoices for the month of June shall be submitted on or before July 15. Invoices submitted after the close out of the fiscal year (July 25) shall not be paid by Gilbert.

2.4 The Contractor shall provide to Gilbert its completed W-9 Form prior to receipt of any Compensation.

2.4 Taxes. Contractor will be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or services generally taxable to the Contractor are eligible for a tax exemption, credit or deduction due to the nature of the item, at Contractor's request, Gilbert will assist Contractor in applying for and obtaining the same.

3. CHANGES TO THE SCOPE OF SERVICES

3.1 Change Orders. Gilbert may, at any time, and by written change order, make changes in the services to be performed under this Agreement. If such changes cause an increase or decrease in the Contractor's cost or time required for performance of any services under this Agreement, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be submitted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change. It is distinctly understood and agreed by the parties that no claim for extra services provided or materials furnished by Contractor will be allowed by Gilbert except as provided herein nor shall Contractor provide any services or furnish any materials not covered by this Agreement unless Gilbert first approves in writing.

3.2 Emergency Response.

3.2.1 Response. Gilbert is an emergency response organization. Contractor services or supplies may be required in case of an emergency involving a sudden, immediate threat of danger to the public health, welfare or property in Gilbert (“local emergency”) or in the case where the Mayor of Gilbert, the mayor or governing body of another municipality in Maricopa County, the Maricopa County Board of Supervisors, the State, or the President of the U.S. has declared an emergency (“State of Emergency”). In the event of a local emergency or State of Emergency, Gilbert may require Contractor to provide services or supplies as rapidly as possible and to such locations as directed by Gilbert when necessary to protect the public health and welfare and/or property. Contractor shall not be required to respond to the extent response is not feasible due to Acts of God or other factors beyond its control.

3.2.2 Emergency Contact. Contractor shall provide the designated Gilbert Emergency Management Coordinator at (480) 503-6333 and the designated Gilbert representative with a contact point (name, cell phone number, e-mail and facsimile number) who can be reached on a 24 hour/7 days a week basis so that effective response can be initiated. Contractor’s contact person(s) must be able to communicate with Gilbert within one (1) hour from the time the contact person is telephoned by Gilbert.

[OPTION: 3.2.3 Payment. Contractor shall be paid a premium not to exceed 10% above the standard Agreement prices for any services or supplies provided in the case of an emergency, at Gilbert’s direction, and shall be entitled to reimbursement of expenses not covered by the standard Agreement prices at a premium not to exceed 10% above actual expenses. In considering the premium to be paid, Gilbert shall consider the good-faith efforts of Contractor to respond, the timeliness of response, and any other factors deemed relevant by either of the parties. If Gilbert believes Contractor’s response was adequate, the full 10% premium will be paid; if not, Gilbert, in its reasonable discretion, will pay a lesser premium.

[DELETE OR MODIFY PARAGRAPH 4 IF RISK MANAGER APPROVES]

4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

4.1 General. Contractor agrees to comply with all Gilbert ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Gilbert. Failure to maintain insurance as specified may result in termination of this Agreement at Gilbert’s option.

4.2 No Representation of Coverage Adequacy. By requiring insurance herein, Gilbert does not represent that coverage and limits will be adequate to protect Contractor. Gilbert reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its

obligation to maintain the required insurance at all times during the performance of this Agreement.

4.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Gilbert, its agents, representative, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

4.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by Gilbert, unless specified otherwise in this Agreement.

4.5 Primary Insurance. Contractor's insurance shall be primary insurance as respects performance of subject Agreement and in the protection of Gilbert as an Additional Insured.

4.6 Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

4.7 Waiver. All policies, including Workers' Compensation Insurance, shall contain a waiver of rights of recovery (subrogation) against Gilbert, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

4.8 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage, which contain deductibles or self insured retention amounts. Such deductibles or self insured retention shall not be applicable with respect to the policy limits provided to Gilbert. Contractor shall be solely responsible for any such deductible or self insured retention amount. Gilbert, at its option, may require Contractor to secure payment of such deductible or self insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.9 Use of Subcontractor. If any Services under this Agreement are subcontracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Gilbert and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

4.10 Evidence of Insurance. Prior to commencing any Services under this Agreement, Contractor shall furnish Gilbert with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Contractor's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and

limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance and reliance by Gilbert on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Contractor and be sent to the Gilbert Purchasing Representative. If any of the above cited policies expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

4.10.1 Gilbert, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:

- a. Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent.
- b. Auto Liability-Under ISO Form CA 20 48 or equivalent.
- c. Excess Liability-Follow Form to underlying insurance.

4.10.2 Contractor's insurance shall be primary insurance as respects performance of this Agreement.

4.10.3 All policies, including Workers' Compensation, waive rights of recovery (subrogation) against Gilbert, its agents, representatives, officers, directors, officials and employees for any claims arising out of Services performed by Contractor under this Agreement.

4.10.4 Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

4.11 Required Coverage:

4.11.1 Commercial General Liability: Contractor shall maintain "occurrence" from Commercial Liability Insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, Gilbert, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured

the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you”. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

4.11.2 **(OPTIONAL) Professional Liability:** Contractor shall maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by Contractor, or anyone employed by Contractor, or anyone for whose acts, mistakes, errors and omissions Contractor is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claims and \$2,000,000 all claims. Professional Liability coverage specifically shall contain contractual liability insurance covering the contractual obligations of this Agreement. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for three (3) years past completion and acceptance of the Services, and Contractor shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

4.11.3 **Vehicle Liability:** Contractor shall maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each occurrence on Contractor’s owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor’s Services under this Agreement. Coverage will be at least as broad as Insurance Services Office, Inc., coverage code “1” any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement, Gilbert, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

4.11.4 **Workers’ Compensation Insurance:** Contractor shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor’s employees engaged in the performance Services under this Agreement and shall also maintain Employer Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

5. INDEMNIFICATION

5.1 To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless Gilbert, its agents, officers, officials and employees from and against all demands, claims, proceedings, suits, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, Services caused by the Contractor, its agents, employees or any tier of Contractor’s subcontractors related to the Services in the performance of this Agreement. Contractor’s duty to defend, hold harmless and indemnify Gilbert, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused by Contractor’s acts, errors, mistakes, omissions, Services in the performance of this

Agreement including any employee of the Contractor, any tier of Contractor's subcontractors or any other person for whose acts, errors, mistakes, omissions, Services the Contractor may be legally liable including Gilbert. Such indemnity does not extend to Gilbert's negligence.

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

6. TERMINATION OF THIS AGREEMENT

6.1 Termination. Gilbert may, by written notice to the Contractor, terminate this Agreement in whole or in part with seven (7) days notice, either for Gilbert's convenience or because of the failure of the Contractor to fulfill his Agreement obligations. Upon receipt of such notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to Gilbert copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. This Agreement may be terminated in whole or in part by the Contractor in the event of substantial failure by Gilbert to fulfill its obligations.

6.2 Payment to Contractor Upon Termination. If the Agreement is terminated, Gilbert shall pay the Contractor for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

7. ASSURANCES

7.1 Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for Services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and any Regulations relative to nondiscrimination on the grounds of race, color, age, sex, religious or political affiliation, sexual orientation, gender identity, family status, marital status, national or ethnic origin, or mental or physical disability. The Contractor shall also require in writing, that all its subcontractors and suppliers are obligated to the same Terms and Conditions set forth in this Agreement. Contractor shall ensure compliance with such terms and conditions by its subcontractors and suppliers.

7.2 Examination of Records. The Contractor agrees that duly authorized representatives of Gilbert shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement.

7.3 Ownership of Document and Other Data. Original documents and other data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of Gilbert unless otherwise agreed to by both parties. Gilbert may use such documents for other purposes without further compensation to the Contractor; however, any

reuse without written verification or adaptation by Contractor for the specific purpose intended will be at Gilbert's sole risk and without liability or legal exposure to Contractor. Any verification or adaptation of the documents by Contractor for other purposes than contemplated herein will entitle Contractor to further compensation as agreed upon between the parties.

7.4 Litigation. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party.

7.5 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not Gilbert's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code, the Immigration and Naturalization Act, Arizona revenue and taxation laws, Arizona Workers' Compensation Law, and Arizona Unemployment Insurance Law. The Contractor agrees that it is a separate and independent enterprise from Gilbert, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and Gilbert, and Gilbert will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums. [FOR SOLE PROPRIETORS ONLY: The Contractor shall execute the Sole Proprietor's Waiver of Workers' Compensation Benefits attached hereto and incorporated by reference.]

7.6 Immigration Law Compliance Warranty. As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Gilbert at its option may terminate the Agreement after the third violation. Contractor shall not be deemed in material breach of this Agreement if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Gilbert retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Agreement to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

7.7 Equal Treatment of Workers. Contractor shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the work. Contractor shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration (“OSHA”) and the Fair Labor Standards Act (“FLSA”). Contractor shall protect and indemnify Gilbert and its representatives against any claim or liability arising from or based on the violation of such, whether by Contractor or its employees.

7.8 Exclusive Use of Services - Confidentiality. The services agreed to be provided by Contractor within this Agreement are for the exclusive use of Gilbert and Contractor shall not engage in conflict of interest nor appropriate Gilbert work product or information for the benefit of any third parties without Gilbert consent.

7.10 Sole Agreement. There are no understandings or agreements except as herein expressly stated.

7.11 Notices. Any notice to be given under this Agreement shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

GILBERT:

CONTRACTOR:

Town Manager
Town of Gilbert
50 East Civic Center Drive
Gilbert, Arizona 85296

The address may be changed from time to time by either party by serving notices as provided above.

7.12 Controlling Law. This Agreement is to be governed by the laws of the State of Arizona.

8. SUSPENSION OF WORK

8.1 Order to Suspend. Gilbert may order the Contractor, in writing, to suspend all or any part of the Services for such period of time as he may determine to be appropriate for the convenience of Gilbert.

8.2 Adjustment to Agreement Fee. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of Gilbert in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this

clause for any suspension or delay to the extent (1) that performance was suspended or delayed for any other cause, including the fault or negligence of the Contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

9. INTERESTS AND BENEFITS

9.1 Interest of Contractor. The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

9.2 Interest of Town Members and Others. No officer, member or employee of Gilbert and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the process thereof.

9.3 Notice Regarding A.R.S. § 38-511. This Agreement is subject to cancellation under Section 38-511, Arizona Revised Statutes.

10. ASSIGNABILITY

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of Gilbert thereto.

11. (OPTION) COOPERATIVE USE OF AGREEMENT

In addition to the Town of Gilbert and with the approval of the Vendor, this Agreement may be extended for use by other municipalities, school districts, and government agencies of the State. A current listing of eligible entities may be found at www.mesaaz.gov/business/purchasing/save. Any such usage by other entities must be in accordance with the ordinance, charter and /or procurement rules and regulations of the respective political entity.

IN WITNESS WHEREOF, Gilbert and the Contractor have executed this Agreement as of the date first written.

TOWN OF GILBERT:

By: _____
_____, Mayor

ATTEST:

By: _____
Lisa Maxwell
Town Clerk

APPROVED AS TO FORM:

By: _____
Christopher W. Payne
Town Attorney

CONTRACTOR:

By: _____

Title: _____

**EXHIBIT A
SCOPE OF WORK**

[ATTACH SCOPE FROM THE REQUEST FOR PROPOSALS – SECTION III]

EXHIBIT B
CONTRACTOR'S KEY PERSONNEL AND SUBCONTRACTORS

KEY PERSONNEL:

SUBCONTRACTORS:

**EXHIBIT C
SCHEDULE OF SERVICES**

[IF A SCHEDULE IS NOT APPLICABLE TO THIS AGREEMENT, FILL IN "N/A"]

**EXHIBIT D
PAYMENT SCHEDULE**

A. Compensation

1. The consideration of payment to Contractor, as provided herein shall be in full compensation for all of Contractor's work incurred in the performance hereof, including offices, travel, per diem or any other direct or indirect expenses incident to providing the services.
2. Attached hereto as Exhibit D-1 is the Contractor's hours and fee estimate for the Project. Contractor's fee shall not exceed the amounts:

Description

Amount

[IF THE AGREEMENT IS FOR A LUMP SUM OR FIXED FEE, EXHIBIT D-1 IS NOT REQUIRED. MOST AGREEMENTS PROVIDE FOR NOT TO EXCEED AMOUNTS AND EXHIBIT D-1 IS NECESSARY.]

B. Method of Payment

Invoices shall be submitted to Gilbert via Gilbert's authorized representative.

C. Reimbursable Costs

There are no reimbursable costs associated with this contract.