



CITY OF PHOENIX
Planning & Development Department
Management Services Division

REQUEST FOR PROPOSAL
RFP 12-004

ELECTRONIC PLAN REVIEW SYSTEM - REQUIREMENTS CONTRACT

CONTACT PERSON
Tom Rieckhoff
Sr. Information Technology System Specialist
602-534-9624
Tom.rieckhoff@phoenix.gov



TABLE OF CONTENTS

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

Solicitation Instructions

Solicitation Response Checklist
Introduction
Schedule of Events
Obtaining a Copy of the Solicitation and Addenda
Preparation of Proposal
Addenda
Licenses
Certification
Submission of Proposal
Withdrawal of Offer
Proposal Results
Award of Contract
City's Right to Disqualify for Conflict of Interest
Offeror Compliance with Health, Environmental and Safety Requirements
Proposal Format
Solicitation Transparency Policy
Protest and Appeals Process

Section I

Standard Terms and Conditions

Definition of Key Words Used in the Solicitation
Contract Interpretation
Contract Administration and Operation
Costs and Payments
Contract Changes
Risk of Loss and Liability
Warranties
City's Contractual Rights
Contract Termination

Section II

Special Terms and Conditions

Section III

Scope

Section IV

Submittals Requirements and Narrative

Section V

Submittals of Pricing

Section VI

Attachments

Section VII



SECTION I - SOLICITATION INSTRUCTIONS

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

Please read this before continuing on to the solicitation document.

SOLICITATION RESPONSE CHECK LIST

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

- 1. All forms have been signed.
- All of Section VI, Submittals, is included.
- Requirements chart from Section V are included.
- Narrative from Section V is included.
- Requested documents from Section III are included.

- 2. The prices offered have been reviewed.

- 3. The price extensions and totals have been checked.

- 4. Any required drawings or descriptive literature have been included.

- 5. The delivery information block has been completed.

- 6. If required, the amount of the bid surety has been checked and the surety has been included.

- 7. Review the insurance requirements, if any, to assure you are in compliance.

- 8. The specified number of copies of your offer has been included.

- 9. Any addenda have been signed and are included.

- 10. The mailing envelope has been addressed to:
City of Phoenix, Planning & Development, 3rd Floor, 200 W. Washington Street, Phoenix, AZ 85003.

The mailing envelope clearly shows:
Your company name and address, the solicitation number, and the proposal opening date.

- 11. The response will be mailed in time to be received no later than 2:00 p.m. local Arizona time.

- 12. Request for Consideration of Alternate Terms.



SECTION I - SOLICITATION INSTRUCTIONS

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

1. INTRODUCTION

The City of Phoenix invites sealed proposals for **Electronic Plan Review System and Professional Services Contract** for a five year period commencing on or about February 1, 2013, in accordance with the specifications and provisions contained herein. This Solicitation is being advertised on the City of Phoenix web site <http://phoenix.gov/pdd/aboutpdd/businesspdd/index.html> and in the Arizona Business Gazette.

This solicitation is available in large print, Braille, audio tape, or computer diskette. Please call (602) 495-0256, Fax (602) 534-1810 or TTY (602) 534-5500 for assistance.

2. SOLICITATION NOTICE

A notice of this solicitation was issued via the City's Vendor Management System (<http://bizopps.phoenix.gov>) using the following commodity codes. To receive any future notifications regarding this solicitation, companies and/or individuals must register with the City's Vendor Management System and select one or more of the following codes:

- A. 918-29 Consulting Services, Computer Software Consulting
- B. 918-30 Consulting Services, Computer Network Consulting
- C. 918-20 Consulting Services, Business Consulting Small
- D. 209-13 Computer Software for Mini and Mainframe Computers (Application Software)
- E. 209-14 Computer Software for Mini and Mainframe Computers (Architectural Software)

3. SCHEDULE OF EVENTS

Proposal Issue Date	October 29, 2012
Pre-Proposal Conference	November 14, 2012 at 10:00 A.M. Local Arizona Time
Written Inquiries Due Date	November 19, 2012 at 2:00 P.M. Local Arizona Time
Proposal Due Date	December 10, 2012 at 2:00 P.M. Local Arizona Time
Proposal Bid Opening	December 10, 2012 at 2:00 P.M. Local Arizona Time
Interviews (If required)	January 2013
City Council Approval	February 2013

Proposal Submittal Location: Phoenix City Hall
 City of Phoenix Planning & Development Department
 3rd Floor, Management Services Division
 200 W. Washington Street
 Phoenix, AZ 85003

Pre-proposal Location: Phoenix City Hall
 City of Phoenix Planning & Development Department
 1st Floor, Meeting Room 1W
 200 W. Washington Street
 Phoenix, AZ 85003



SECTION I - SOLICITATION INSTRUCTIONS

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

Bid Opening Location: Phoenix City Hall
City of Phoenix Planning & Development Department
1st Floor, Meeting Room 1W
200 W. Washington Street
Phoenix, AZ 85003

Finalist Interviews: Location to be determined

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

4. **OBTAINING A COPY OF THE SOLICITATION AND ADDENDA**

Interested offerors may download the complete solicitation and addenda from <http://phoenix.gov/pdd/aboutpdd/businesspdd/index.html>. Internet access is available at all public libraries. Any interested offerors without Internet access may obtain this solicitation by calling (602) 534-9624 or picking up a copy during regular business hours at the City of Phoenix Planning & Development Department, 3rd Floor, 200 W. Washington Street, Phoenix, AZ 85003.

5. **PREPARATION OF PROPOSAL**

5.1 All forms provided in Section V and Section VI, must be completed and submitted with your proposal. It is permissible to copy Section V and Section VI forms if necessary. Erasures, interlineations, or other modifications of your proposal shall be initialed in original ink by the authorized person signing the proposal. No proposal shall be altered, amended or withdrawn after the specified proposal due time and date. The City is not responsible for offeror's errors or omissions. All time periods stated as a number of days shall be calendar days.

Any deviation from this solicitation shall be clearly stated and identified in a separate section titled Request for Consideration of Alternate Terms and must be included with your submittal. Submission of additional terms, conditions or agreements with your proposal may result in rejection of your proposal.

5.2 It is the responsibility of all offeror's 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. Offerors are strongly encouraged to:

- A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
- B. Study and carefully correlate Offeror's knowledge and observations with the RFP document and other related data.
- C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which an Offeror has discovered in or between the RFP document and such other related documents.

5.3 The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All



SECTION I - SOLICITATION INSTRUCTIONS

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

materials and documents submitted in response to this solicitation become the property of the City and will not be returned.

- 5.4 Offeror's are reminded that the specifications stated in the solicitation are the minimum level required and that proposals submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Proposals offering less than the minimums specified are not responsive and should not be submitted.
- 5.5 Proposal responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Proposals submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.
- 5.6 If provisions of the detailed specifications preclude an otherwise qualified offeror from submitting a proposal, a written request for modification must be received by the Planning & Development Management Services Administrator at least seven (7) calendar days prior to the proposal opening. The City may issue an addendum to this solicitation of any approved specification changes.
- 5.7 Prices shall be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price shall prevail unless obviously in error.
- 5.8 Prices offered shall not include applicable state and local taxes. The city will pay all applicable taxes. **For the purposes of determining the lowest cost, the city will not take tax into consideration.** Taxes must be listed as a separate item on all invoices.

6. ADDENDA

The City of Phoenix shall not be responsible for any oral instructions made by any employees or officers of the City of Phoenix in regard to the bidding instructions, plans, drawings, specifications, or contract documents. Any changes to the plans, drawings and specifications will be in the form of an addendum, which will be available at <http://phoenix.gov/pdd/aboutpdd/businesspdd/index.html> or by calling (602) 534-9624. The offeror shall acknowledge receipt of an addendum by signing and returning the document with the proposal submittal.

7. LICENSES

If required by law for the operation of the business or work related to this Proposal, Offeror must possess all valid certifications and/or licenses as required by federal, state and local laws at the time of submittal.

8. CERTIFICATION

By signature in the offer section of the Offer and Acceptance page, offeror certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The offeror shall not discriminate against any employee, or applicant for employment in violation of Federal or State Law.



SECTION I - SOLICITATION INSTRUCTIONS

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

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

9. SUBMISSION OF PROPOSAL

Proposals must be in the actual possession of the Planning & Development Department on or prior to the exact time and date indicated in the Schedule of Events. Late proposals shall not be considered. The prevailing clock shall be the City Planning & Development Department's clock.

Proposers offer will remain in effect for a period of 120 calendar days from the bid opening date and is irrevocable unless it is in the City's best interest to do so.

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

- Offeror's Name
- Offeror's Address (as shown on the Certification Page)
- RFP Number
- RFP Title

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

10. WITHDRAWAL OF OFFER

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

11. PROPOSAL RESULTS

Proposals will be opened on the proposal due date, time and location indicated in the Schedule of Events at which time the name of each offeror shall be read. Proposals and other information received in response to the Request for Proposal shall be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Proposals are not available for public inspection until after award recommendation has been posted on the City's website.

A preliminary tabulation will be posted on the City Planning & Development's website, <http://phoenix.gov/pdd/aboutpdd/businesspdd/index.html> within ten (10) calendar days of the proposal opening. The information on the preliminary tabulation will be posted as it was read during the proposal opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the proposals an award recommendation will be posted on the website. No further notification will be provided to unsuccessful offerors.

12. MINIMUM QUALIFICATION

- A. The Contractor hereby agrees that any of its employees who may be assigned to the City of Phoenix sites to satisfy Contractor's obligations under this Contract shall be used exclusively for that purpose during the hours when they are working in areas covered by this Contract and shall perform no work at other City of Phoenix facilities. In the event that other services, in addition to or separate from the services specified herein, may be deemed necessary by the Planning & Development Director or his authorized



SECTION I - SOLICITATION INSTRUCTIONS

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

- representative, the Contractor may be requested to perform the additional or special service.
- B. The proposed Electronic Plan Review software must be successfully implemented at other municipalities preferably similar in size and plan review volume to the City of Phoenix.
 - C. The Implementer must have previous and direct experience leading an Electronic Plan Review implementation for a large municipality. The Implementer must have experience with integration requirements similar in complexity.
 - D. Key members of the submitter's implementation team must have experience with Electronic Plan Review implementation projects. Team members responsible for the KIVA integration requirements must have previous experience integrating your Electronic Plan Review system with other permitting systems. Experience with integrating your system to KIVA permitting is preferred.
 - E. By submitting a proposal the contractor agrees to meet all system security requirements requested by the City of Phoenix, Chief Information Officer prior to system operation.

13. PRE-AWARD QUALIFICATIONS

- A. Contractor shall have been in operation a minimum of five years. The contractor's normal business activity during the past number years will have been for providing complete scope of work listed in this solicitation. (This information must be provided in Section VI- Submittal, subsection Years in Business.)
- B. Upon notification of an award the contractor will have 10 calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in Section III – Special Terms subsection number Insurance Requirements of this RFP. (Note: Insurance requirements are non-negotiable)
- C. After the City receives and approves the certificate of insurance the contractor will receive notice to submit a complete work schedule covering all the locations the group(s) for which they were awarded the contract. The contractor will have 10 calendar days to complete and submit the work schedule for each location. Contractor is required to include in the work schedule the number of workers, for each location, they employ to complete the services as specified in scope of work

If any of the above requirements are not met, the contractor's submittal will be deemed non-responsive.

14. AWARD OF CONTRACT

The award will be to one vendor for all items purchased. Award will be made on an "all or none" basis for software and professional implementation services. KIVA integration services and hardware components will be awarded on a "none, some or all" basis at the discretion of the City.



SECTION I - SOLICITATION INSTRUCTIONS

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

Proposers must submit completed cost proposals charts in Section VI labeled Software Maintenance Cost, Implementation Project and Additional Service Custom Development for proposal to be deemed responsive.

Submitting completed cost proposal chart in Section VI for Kiva integration is not required, but Offerer will receive no point for evaluation criteria in which no cost proposal is submitted. Proposer may offer necessary hardware for city to consider, but the cost proposal chart in Section VI for hardware offered by the Proposer will have no impact on the evaluation process.

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 this RFP.

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

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

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

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

Award(s) will be made to the overall highest scoring offeror(s). If two or more finalists are tied, the finalist with the lowest cost will be awarded the contract.

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 a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Proposals do not become contracts until they are executed by the City Planning & Development 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 are modified by an addendum or contract amendment.

15. EVALUATION CRITERIA

In accordance with the Administrative Regulation, 3.10, Competitive Sealed Proposal awards shall be made to the responsible vendor(s) whose proposal is determined in writing to be the most advantageous to the City based upon the evaluation criteria listed below.

Points will be awarded based upon each line item level of importance with a maximum of 1900 points possible.



SECTION I - SOLICITATION INSTRUCTIONS

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

Evaluation Category	Evaluation Based On	Maximum Points
System Functionality	Proposed application meeting functional requirements as defined in Section V (1) (A).	400
Background, Experience, Qualifications	Proposer's background, experience and qualifications with implementations of Electronic Plan Review systems in cities similar in size and plan review volume. Scoring based on proposal narrative response to Section V (2) (A through G).	400
Integration	Proposed application meeting KIVA integration requirement "Key Fields" defined in Section VI (KIVA Integration Cost) (Item 2) and Section VII Attachment B.	50
Integration	Proposed application meeting SIRE integration requirement as defined in Section V (1) (A) (Item 1).	50
Integration	Proposed application meeting KIVA integration requirement "Permit Application Data" defined in Section VI (KIVA Integration Cost) (Item 1) and Section VII Attachment A.	50
Integration	Proposed application meeting hot key linking to other systems or WEB applications as defined in Section V (1) (A) (Functional Requirements) (Item 2).	50
Integration	Proposed application meeting KIVA integration requirement "Plan Review Progress" defined in Section VI (KIVA Integration Cost) (Item 4) and Section VII Attachment D.	25
Integration	Proposed application meeting KIVA integration requirement "Payment" defined in Section VI (KIVA Integration Cost) (Item 3) and Section VII Attachment C.	25
Integration Total		250
Method of Approach	Proposer understanding of project and method of approach to performing the required services as defined in the submitted proposal. Scoring based on proposal narrative response to Section V (3) (C through K) and (N through T).	200
Schedule	Proposed project schedule. Scoring based on proposal narrative response to Section V (3) (A through B).	200
Cost	Project implementation cost. Scoring based on Section VI pricing pages.	100
Cost	KIVA integration "Key Fields" cost to implement. Scoring based on Section VI (KIVA Integration Cost) (Item 2).	50
Cost	KIVA integration "Permit Application Data" cost to implement. Scoring based on Section VI (KIVA Integration Cost) (Item 1).	50
Cost	KIVA integration "Plan Review Progress" cost to implement.	25



SECTION I - SOLICITATION INSTRUCTIONS

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

	Scoring based on Section VI (KIVA Integration Cost) (Item 4).	
Cost	KIVA integration "Payment" cost to implement. Scoring based on Section VI (KIVA Integration Cost) (Item 3).	25
Cost	Software licensing, maintenance and support, other, hosting cost (First year). Scoring based on Section VI pricing pages.	50
Cost	Software licensing, maintenance and support, other, hosting cost (years two, three, four, five). Scoring based on Section VI pricing pages.	50
Cost	Customer requested development cost. (Evaluated on average cost for years two, three, four, five). Scoring based on Section VI pricing pages.	50
Cost Total		400
Hardware Requirements	System hardware requirements as defined in Section V (3) (L, M)	50
Total Points Available		1900

16. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST

The City reserves the right to disqualify any offeror on the basis of any real or apparent conflict of interest that is disclosed by the proposal submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any offeror submitting a proposal herein waives any right to object now or at any future time, before any body or agency, including but not limited to, the City Council of the City of Phoenix or any court.

17. OFFEROR'S COMPLIANCE WITH HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS

The Offeror's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.

At the request of the City representatives, the offeror shall provide the City:

- Environmental, safety and health regulatory compliance documents (written safety programs, training and records, permits, etc.) applicable to services requested.
- A list of all Federal, State and local citations or notice of violations (including but not limited to EPA, OSHA, Maricopa County) issued against the Offeror or their subcontractors including dates, disposition and resolutions.

The City further reserves the right to make unannounced inspections of the Offeror's facilities (during normal business hours).

18. PROPOSAL FORMAT

The written proposal shall be signed by an individual authorized to bind the Offeror. The proposal shall provide the name, title, address and telephone number of individuals with authority to contractually bind the company and who may be contacted during the period of the contract. All fees quoted shall be firm and fixed for the full contract period. Each response shall be:



SECTION I - SOLICITATION INSTRUCTIONS

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

- A. Typewritten for ease of evaluation.
- B. 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.
- C. Set forth in the same sequence as this RFP (i.e., Offerors should respond to this RFP in sequence and each response should reference the applicable section of this RFP).
- D. Signed by an authorized representative of the Offeror.
- E. Submitted with the name(s), title, address, and telephone number of the individual(s) authorized to negotiate a contract with the City.
- F. Submit one original and six copies of the submittal.
- G. Submit requested items in Section III, Section V and Section VI with proposal. Do not submit a copy of the entire RFP document.
- H. All portions of this RFP contain numbered sections.
 1. The City requires that the RFP response be organized in the following major sections:
 - a. Functional Requirements list.
 - b. Proposer's background, experience and qualifications.
 - c. Proposer's project understanding and approach.
 - d. Proposed project schedule.
 - e. Cost pages.

19. SOLICITATION TRANSPARENCY POLICY

Beginning on the date the solicitation is issued and until the date the contract is awarded or the solicitation withdrawn, all persons or entities that respond to the solicitation for the **Electronic Plan Review System - REQUIREMENTS CONTRACT**, including their employees, agents, representatives, proposed partner(s), subcontractor(s), joint venturer(s), member(s), or any of their lobbyists or attorneys, (collectively, the Offerors) will refrain, from any direct or indirect contact with any person (other than the designated procurement 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, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff who is not involved in the selection process

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

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

This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **Offerors that violate this policy shall be disqualified.**



SECTION I - SOLICITATION INSTRUCTIONS

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

20. PROTEST AND APPEAL PROCESS

Staff recommendations to award the contract(s) to a particular offeror or offerors shall be posted on the Planning & Development Department's website <http://phoenix.gov/pdd/aboutpdd/businesspdd/index.html>. Any unsuccessful offeror may file a protest no later than 7 calendar days after the recommendation is posted on the website. All protests shall be in writing, filed with the Procurement 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 Procurement 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 II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

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

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

May: Indicates something that is not mandatory but permissible.

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

- "A.R.S." Arizona Revised Statute
- "Broker, Packager, Manufacturer's Representative, Jobber" A firm that is not a manufacturer or regular dealer as defined herein and whose role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain services, materials, equipment or product.
- "Buyer" City of Phoenix staff person responsible for the solicitation.
- "City" The City of Phoenix
- "Contractor" The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.
- "Contract/Agreement" 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.
- "Days" Means calendar days unless otherwise specified.
- "Deputy Planning & Development 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.
- "Employer" Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).



SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

“EPA”	Environmental Protection Agency
“EPR”	Electronic Plan Review
“Manufacturer”	A firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles or equipment required under the contract.
“Offer”	Means bid or quotation.
“Regular Dealer”	A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. An established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
“Offeror”	Means a vendor who responds to the Request for Proposal.
“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.

2. CONTRACT INTERPRETATION

- 2.1 APPLICABLE LAW:** This Contract shall be governed by the law of the State of Arizona, and suits pertaining to this Contract shall be brought only in Federal or State courts in Maricopa County, State of Arizona.
- 2.2 IMPLIED CONTRACT TERMS:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
- 2.3 CONTRACT ORDER OF PRECEDENCE:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:
 - A. Special terms and conditions
 - B. Standard terms and conditions
 - C. Statement or scope of work
 - D. Specifications
 - E. Attachments
 - F. Exhibits
 - G. Instructions to Offerors



SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

H. Other documents referenced or included in the Request for proposal.

- 2.4 ORGANIZATION – EMPLOYMENT DISCLAIMER:** The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be City's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor shall have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the City harmless with respect thereto.
- 2.5 SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- 2.6 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.
- 2.7 PAROLE EVIDENCE:** This Agreement 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 agreement. No course of prior dealings between the parties and no usage in the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

3. CONTRACT ADMINISTRATION AND OPERATION

- 3.1 RECORDS:** All books, accounts, reports, files and other records relating to the contract shall be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City.
- 3.2 PUBLIC RECORD:** All proposals submitted in response to this invitation shall become the property of the City and become a matter of public record available for review pursuant to Arizona State law.

If an offeror believes that a specific section of its proposal response is confidential, the offeror shall isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The offeror shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if



SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

disclosed and the City Procurement Division will review the material and make a determination.

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

Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Contractor 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 in connection with this agreement is believed to have been compromised, Contractor shall notify the City Privacy Officer immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

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

The obligations of Contractor under this section shall survive the termination of this agreement.

- 3.4 DISCRIMINATION PROHIBITED:** Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended.

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



SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

Supplier/lessee further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or subleases of this agreement entered into by supplier/lessee.

- 3.5 LICENSES AND PERMITS:** Contractor shall keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.
- 3.6 ADVERTISING:** Contractor shall not advertise or publish news releases concerning this contract without the prior written consent of the Planning & Development Management Services Administrator, and the City shall not unreasonably withhold permission.
- 3.7 EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the City of Phoenix and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 3.8 OWNERSHIP OF INTELLECTUAL PROPERTY:** Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be considered work for hire and the City shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the City requesting the issuance of this contract shall own (for and on behalf of the City) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the City, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the City and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the City. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any other entity without the express written authorization of the City. If by operation of law, the Intellectual Property is not owned in its entirety by the City automatically upon its creation, then Contractor agrees to assign and hereby assigns to the City the ownership of the Intellectual Property. The Contractor agrees to take such further action and execute and deliver such further agreements and other instruments as the City may reasonably request to give effect to this section 3.8.

It is expressly agreed by Contractor that these covenants are irrevocable and perpetual.

- 3.9 HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS:** The Contractor's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.

At the request of City representatives, the Contractor shall provide the City:

- Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract



SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

- A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.

The City shall have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City shall also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement.

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

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

- 3.11 IRAN AND SUDAN:** Pursuant to A.R.S. §§ 35.391.06 and 35-393.06, contractor certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35.391 and 35-393, in either Iran or Sudan.

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

- 3.13 EMERGENCY PURCHASES:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

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

4. COSTS AND PAYMENTS

- 4.1 PAYMENT TERMS:** The City shall make every effort to process payment for the purchase of material or services within 30 calendar days after receipt of a correct invoice unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the proposal.

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

- 4.3 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



SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

accrued.

- 4.4 DISCOUNTS:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
- 4.5 NO ADVANCE PAYMENTS:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.
- 4.6 FUND APPROPRIATION CONTINGENCY:** The Vendor recognizes that any agreement entered into shall commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Vendor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Phoenix, which fiscal year ends on June 30 of each year, shall be subject to the approval of the budget of the City of Phoenix providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.
- 4.7 MAXIMUM PRICES:** The City shall not be invoiced at prices higher than those stated in any contract resulting from this proposal. Offeror certifies, by signing this proposal that the prices offered are no higher than the lowest price the Offeror charges other buyers for similar quantities under similar conditions. Offeror further agrees that any reductions in the price of the goods or services covered by this proposal and occurring after award will apply to the undelivered balance. The offeror shall promptly notify the City of such price reductions.
- 4.8 F.O.B. POINT:** All prices are to be quoted F.O.B. delivered, unless otherwise specified elsewhere in this solicitation.

5. CONTRACT CHANGES

- 5.1 CONTRACT AMENDMENTS:** Contracts shall be modified only by a written contract amendment signed by the Planning & Development Management Services Administrator and persons duly authorized to enter into contracts on behalf of the Contractor.
- 5.2 ASSIGNMENT - DELEGATION:** No right or interest in this contract nor monies due thereunder shall be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor shall be made without prior written permission of the Planning & Development Management Services Administrator, which may be withheld for good cause. Any assignment or delegation made in violation of this section shall be void.
- 5.3 NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Phoenix. The City reserves the right to obtain like goods or services from another source when necessary.
- 5.4 AUTHORIZED CHANGES:** The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable



SECTION II - STANDARD TERMS AND CONDITIONS

**CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624**

adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty (30) days from the receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless evidenced in writing and approved by the Deputy Finance Director prior to the institution of the change.

6. RISK OF LOSS AND LIABILITY

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

6.2 ACCEPTANCE: All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance shall conform to the cancellation clause set forth in this document.

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

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

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Phoenix and its agents for alleged infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the



SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

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 seller that these covenants are irrevocable and perpetual.

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

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

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

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

Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor shall repair and finish to match existing material as approved by the City at Contractor's expense.

7. WARRANTIES

7.1 GUARANTEE: Unless otherwise specified, all items shall be guaranteed for a minimum period of one (1) year from date of acceptance by the City against defects in material and workmanship. At any time during that period, if a defect should occur in any item that item shall be replaced or repaired by the Contractor at no obligation to the City except where it be shown that the defect was caused by misuse and not by faulty design.

7.2 QUALITY: Contractor expressly warrants that all goods or services furnished under this contract shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose which goods or services of that kind are normally used. If Contractor knows or



SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

has reason to know the particular purpose for which City intends to use the goods or services, Contractor warrants that goods or services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to City, its successors, and assigns.

- 7.3 RESPONSIBILITY FOR CORRECTION:** It is agreed that the Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of any call back, Contractor agrees to give the City first priority. Contractor agrees that if the product or service offered does not comply with the foregoing, the City has the right to cancel the purchase at any time with full refund within 30 calendar days after notice of non-compliance and Contractor further agrees to be fully responsible for any consequential damages suffered by the City.
- 7.4 LIENS:** Contractor shall hold the City harmless from claimants supplying labor or materials to the Contractor or his subcontractors in the performance of the work required under this contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied, before the City will make payment.
- 7.5 QUALITY STANDARDS OF MATERIAL AND SERVICES:** If desired by the City, items/services proposal shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the City to determine that the material(s) submitted for proposal conform to the proposal specifications. The cost of testing, dissection or analysis shall be borne by the offeror.
- 7.6 REPAIR AND REPLACEMENT PARTS:** Repair or replacement parts for existing equipment may be accomplished by the Contractor using other than original equipment manufacturer's (OEM) parts. However, all parts or equipment furnished must be equal or exceed that of the original equipment manufacturer(s) in material and warranty.
- 7.7 WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

8. CITY'S CONTRACTUAL RIGHTS

- 8.1 RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.
- 8.2 NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under this Contract are non-exclusive.
- 8.3 DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the



SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

value of the whole agreement and constitutes a total breach of the agreement as a whole.

- 8.4 ON TIME DELIVERY:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Offeror.
- 8.5 DEFAULT:** In case of default by the offeror, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the proposal and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 8.6 COVENANT AGAINST CONTINGENT FEES:** Seller 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 seller for the purpose of securing business. For breach or violation of this warranty, the City shall have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.
- 8.7 ESTIMATED QUANTITIES OR DOLLAR AMOUNTS (REQUIREMENTS CONTRACTS ONLY):** Quantities and dollar amounts listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during period of this agreement, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement for the contract period, except that the estimated quantity shown for each proposal item shall not be exceeded by 10 percent without the express written approval of the Planning & Development Management Services Administrator. Any demand or order made by any employee or officer of the City of Phoenix, other than the Planning & Development Management Services Administrator or designated representative, for quantities in excess of the estimated quantities and dollar amounts shall be void if the written approval of the Planning & Development Management Services Administrator was not received prior to the Contractor's performance.
- 8.8 COST JUSTIFICATION:** In the event only one response is received, the City may require that the offeror submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the proposal price is fair and reasonable.

9. CONTRACT TERMINATION

- 9.1 GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- 9.2 CONDITIONS AND CAUSES FOR TERMINATION:** This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving



SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

thirty (30) days written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller shall submit detailed cost claims in an acceptable manner and shall permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

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

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

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

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

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

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

- 9.3 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 III – SPECIAL TERMS AND CONDITIONS

**CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624**

1. FOB POINT

Prices quoted shall be FOB destination and delivered, as required, to the following point(s):
Phoenix City Hall Planning & Development Department
200 W. Washington Street
Phoenix, AZ 85003.

2. STATEMENT OF ABILITY AND PAYMENT SURETY REQUIREMENT

Offerors should submit **with their proposal** a letter from a bonding or insurance company stating that the Offeror can qualify for and procure the performance and/or payment surety required in this Request for Proposal. Solicitations received without the required statement of ability to secure a performance or payment surety may be considered as non-responsive. Offerors anticipating the submittal of a cash surety in lieu of a bond should submit a statement notifying the City.

3. PAYMENT SURETY REQUIREMENT

A payment surety equal to 100% of the total contract amount shall be provided by the Contractor immediately after notice of award. The City of Phoenix will not issue a written purchase order or give notice to proceed in any form until the surety is received by the Planning & Development Department. The payment surety must be in the form of a bond, cashier's check, certified check or money order. Personal or company checks are not acceptable unless certified. If the surety is in the form of a bond, the company issuing the surety must be authorized by the Insurance Department of Arizona to transact business in the State of Arizona or be named on the approved listing of non-admitted companies. A Certificate of Deposit (CD) issued by a local Phoenix bank may also be used as a form of surety provided that the CD is issued jointly in the name of the City of Phoenix and the Contractor and that the Contractor endorses the CD over to the City at the beginning of the contract period. Interest earnings from the CD can be retained by the Contractor.

If the surety is submitted in a form other than a bond, the City will retain the surety for a minimum of ninety (90) days after completion of the project and final acceptance by the City.

4. PRICE

All prices quoted shall be firm and fixed for the length of the contract.

5. METHOD OF INVOICING (VENDOR INVOICE)

Invoice must include the following:

- A. City purchase order number, requisition number, or contract agreement number.
- B. Items listed individually by the written description, service and/or part number.
- C. Unit price, extended and totaled.
- D. Quantity ordered, back ordered, and shipped.
- E. Applicable tax.
- F. Invoice number and date.
- G. Requesting department name and "ship-to" address.
- H. Payment terms.
- I. FOB terms.

6. METHOD OF PAYMENT

Contractor will be paid on a monthly basis in arrears. Invoices must contain the agreement number or proposal number under which the purchase was awarded. Contractor to submit monthly invoice to:



SECTION III – SPECIAL TERMS AND CONDITIONS

**CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624**

City Planning & Development Department
200 W Washington Street
Phoenix, AZ 85003

7. INDEMNIFICATION:

(STANDARD PROFESSIONAL SERVICE – NO DRIVING)

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

INSURANCE REQUIREMENTS:

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

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

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

Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

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



SECTION III – SPECIAL TERMS AND CONDITIONS

**CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624**

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

Worker's Compensation and Employers' Liability

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

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

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

Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

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

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and 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.

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

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

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

NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this contract, the Contractor must provide to the City, within two (2) business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice shall be mailed to City of Phoenix Planning & Development Department, Management Services Division, 200 W. Washington Street, Phoenix, Arizona 85003, or emailed to: tom.riekhoff@phoenix.gov.

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.



SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

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

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

All certificates required by this Contract shall be sent directly to City of Phoenix, Planning & Development Department, Management Services Division, 200 West Washington, Phoenix, Arizona 85003. The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

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

APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by the Law Department, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

8. SECURITY

Violation of any of the following security rules will be sufficient cause for the City to forbid the person or persons from working in any City facilities. The security rules are as follows:

1. Employees shall keep the facility locked at all times.
2. Employees shall not allow unauthorized person to enter the facility (an authorized person is a person known by the Contractor to be an employee of the City, or a person known to be authorized by the facility manager, or person who can show proof of identification as proof of employment by the City).
3. Employees shall not allow guests in the City facility.
4. Employees shall not allow children into the City facility.

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

A CONTRACT WORKER SHALL NOT BE ALLOWED TO BEGIN WORK IN ANY CITY FACILITY WITHOUT: (1) THE PRIOR COMPLETION AND CITY'S ACCEPTANCE OF THE REQUIRED BACKGROUND SCREENING; (2) 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.

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



SECTION III – SPECIAL TERMS AND CONDITIONS

**CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624**

defined herein) who is furnishing standard risk (as defined herein) or maximum risk (as defined herein) services under this agreement shall submit to the City of Phoenix, Banking and Cashiering Division, 305 W Washington Street, 1st 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 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 the receipt of the badge application and payment, the contract worker will proceed to the badging office for processing of the badge application and issuance of the badge. The City will not process the badge application until the contract worker satisfies the required background screening (as defined herein). The contract worker shall comply with all requirements and furnish all requested information within five (5) business days from initial submission of the badge application or the subject contract worker’s badge application shall be rejected.

KEY ACCESS PROCEDURES

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

STOLEN OR LOST BADGES OR KEYS

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

RETURN OF BADGE OR KEYS

All badges and keys are the property of the City and must be returned to the City at the badging office within one (1) business day (excluding weekends and City holidays) of when the contract worker’s access to a City facility is no longer required to furnish the services under this agreement. Contractor shall collect a contract worker’s badge and key(s) upon the termination of the contract worker’s employment; when the contractor worker’s services are no longer required at a particular City facility(s); or upon termination, cancellation or expiration of this agreement.

CONTRACTOR’S DEFAULT; LIQUIDATED DAMAGES; RESERVATION OF REMEDIES FOR MATERIAL BREACH

Contractor’s default under this section shall include, but is not limited to, the following:

- (i) Contract worker gains access to a City facility(s) without the proper badge or key;
- (ii) Contract worker uses a badge or key of another to gain access to a City facility;
- (iii) Contract worker commences services under this agreement without the proper badge, key or background screening;
- (iv) Contract worker or contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable background screening; or
- (v) Contractor fails to collect and timely return contract worker’s badge or key upon termination of contract worker’s employment, reassignment of contract worker to another



SECTION III – SPECIAL TERMS AND CONDITIONS

**CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624**

City facility or upon the expiration, cancellation or termination of this agreement.

Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, contractor agrees to properly cure any default under this section within three (3) business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that contractor’s failure to properly cure any default under this section shall constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the contractor shall be liable for and pay to the City the sum of one thousand dollars (\$1,000.00) for each breach by contractor in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this agreement in the event that contractor breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City’s actual damages in the event that contractor breaches this section. The parties further agree that three (3) breaches by contractor in this section arising out of any default within a consecutive period of three (3) months or three (3) breaches by contractor in this section arising out of the same default within a period of twelve (12) consecutive months shall constitute a material breach of this agreement by contractor and the City expressly reserves all of its rights, remedies and interests under this agreement, at law and in equity including, but not limited to, termination of this agreement.

BADGE AND KEY FEES

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

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

10. CONTRACTOR AND SUBCONTRACTOR WORKERS BACKGROUND SCREENING

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

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



SECTION III – SPECIAL TERMS AND CONDITIONS

**CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624**

agreement is Standard Risk Level.

1. Minimum Risk Level

A minimum risk background screening shall be performed when the contract worker:

- (i) will not have direct access to City facilities or information systems; or
- (ii) will not work with vulnerable adults or children; or
- (iii) when access to City facilities is escorted by City’s workers.

The background screening for minimum risk shall consist of the screening required by A.R.S. § 41-4401 and following to verify legal Arizona worker status.

2. Standard Risk Level

A standard risk background screening shall be performed when the contract worker’s work assignment will:

- (i) require a badge or key for access to City facilities; or
- (ii) allow any access to sensitive, confidential records, personal identifying information or restricted City information; or
- (iii) allow unescorted access to City facilities during normal and non business hours.

The background screening for this standard risk level shall include the background screening required for the minimum risk level and a background check for real identity/legal name, and shall include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the contractor worker has lived at any time in the preceding seven (7) years from the contract worker’s proposed date of hire.

3. Maximum Risk Level

A maximum risk background screening shall be performed when the contract worker’s work assignment will:

- (i) have any contact with vulnerable people such as children, youth, elderly, or individuals with disabilities; or
- (ii) have any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
- (iii) have unescorted access to City data centers, money rooms, or high-value equipment rooms; or
- (iv) have access to private residences; or
- (v) have access to Homeland Defense Bureau identified critical infrastructure sites/facilities.

The background screening for this maximum risk level shall include the background screening required for the standard risk level, plus a sexual offender search, a credit check, and driving record search for the preceding seven (7) years from the contract worker’s proposed date of hire. Contract workers who work directly with children or vulnerable adults are also subject to fingerprint verification through the Arizona Department of Public Safety as mandated by Phoenix City Code § 2-45.6.

CONTRACTOR CERTIFICATION; CITY APPROVAL OF MAXIMUM RISK BACKGROUND SCREENING

By executing this agreement, contractor certifies and warrants that 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, contractor further certifies and warrants that contractor has satisfied all such background screening requirements for the minimum and standard risk background screening as required. In addition, for maximum risk background screening, contractor shall



SECTION III – SPECIAL TERMS AND CONDITIONS

**CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624**

furnish to **enter department contact information** for the City’s review and approval of such background screenings for any contract worker considered for performing services under this agreement where human safety or facility security is classified as a maximum risk level. The subject contract worker shall not apply for the appropriate City of Phoenix identification and access badge or keys until contractor has received the City’s written acceptance of the subject contract worker’s maximum risk background screening. The City may, in its sole discretion, accept or reject any or all the contract workers proposed by contractor for performing work under this agreement. A contract worker rejected for work at a maximum risk level under this agreement shall not be proposed to perform work under other City contracts or engagements without City’s prior written approval.

TERMS OF THIS SECTION APPLICABLE TO ALL OF CONTRACTOR’S CONTRACTS AND SUBCONTRACTS

Contractor shall include the terms of this section for contract worker background screening in all contracts and subcontracts for services furnished under this agreement including, but not limited to, supervision and oversight services.

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 contractor shall be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, contractor shall defend, indemnify and hold harmless the City for any and all claims arising out of this background screening section including, but not limited to, the disqualifications of a contract worker by contractor or the City for failure to satisfy this section.

CONTINUING DUTY; AUDIT

Contractor’s obligations and requirements that contract workers satisfy this background screening section shall continue throughout the entire term of this agreement. Contractor shall notify the City immediately of any change to a maximum risk background screening of a contract worker previously approved by the City. Contractor shall maintain all records and documents related to all background screenings and the City reserves the right to audit contractor’s compliance with this section.

11. OPTION TO EXTEND

The City may, at its option and with approval of the Contractor, extend the period of this agreement up to five additional year(s), in increments of up to one year.

12. POST AWARD CONFERENCE

A post award conference will be held by the project manager prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.

13. WARRANTY

All equipment supplied under this contract shall be fully guaranteed by the contractor for a minimum period of one year from the date of acceptance by the City. Any defects of design, workmanship, or materials that would result in non-compliance with the contract specifications shall be fully corrected by the contractor (including parts and labor) without cost to the City.

14. PERFORMANCE INTERFERENCE

Contractor shall notify the department contact immediately of any occurrence and/or condition that interferes with the full performance of the contract, and confirm it in writing within twenty-four



SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

(24) hours.

Department Contact: Tom Rieckhoff

Phone: 602-534-9624

15. HOURS OF WORK

All work under this contract shall be coordinated with the project manager. Any changes to the established schedule must have prior approval of the project manager.

16. EMERGENCY TWENTY-FOUR HOUR SERVICE

Emergency twenty-four (24) hour service is to be provided by Contractor at no additional cost. The Contractor shall provide an emergency contact person, with phone number, who is authorized to release material to the City of Phoenix during non-business hours, in the event of an emergency repair requirement. Any changes in contacts must be promptly submitted to the City.

17. LIQUIDATED DAMAGES

If the Contractor fails to deliver the supplies or perform the services within the time specified in its contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the City as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of \$250. The City may terminate this contract in whole or in part as provided in the "Default" provision. In that event, the Contractor shall be liable for such liquidated damages accruing until such time as the City may reasonably obtain delivery or performance of similar supplies and services. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor.



SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

1. INTRODUCTION

The City of Phoenix, Planning and Development Department, Management Services Division, invites sealed proposals for the purchase of Electronic Plan Review (EPR) software licensing and implementation services for a 5 year period commencing on or about February 1, 2013 in accordance with the specifications and provisions contained herein. The winning proposer will provide the software application and be responsible for the successful implementation of the system.

2. BACKGROUND

The Planning & Development Department (P&D) guides the physical development of the city by preserving our historic sites, planning what can be built where, and ensuring the safe construction of buildings and infrastructure. A host of advisory and governing bodies of citizens as well as elected officials provide input and oversight as the city grows, needs arise and technology changes. The process is governed through development and enforcement of the city's General Plan, Zoning Ordinance, Historic Preservation Ordinance, Phoenix Building Construction Code, and other city codes and ordinances.

A large portion of staff in the P&D Department are responsible for the intake, tracking, and review process of construction plans. After hard copy plans are submitted they go through a complicated routing process for review by multiple disciplines such as structural engineering, traffic, and fire. P&D Department staff is responsible for making sure each plan is reviewed and approved by the authority of each pertinent discipline. Depending on complexity of the plans they may be routed to different review staff prior to completing the review cycle. Since each reviewer relies on the same hard copy plan for their review process the plans can only be reviewed by one person at a time. Hence, the linear review process can be time consuming and cumbersome to keep track of the plans.

The P&D Department currently uses KIVA running Oracle Forms 10.1.2.3.0 (with plans to upgrade to Forms 11) as the system of record for most of our core business functions. It is highly integrated with several other systems and is relied on heavily by P&D and other departments for business functions and data reporting. All staffing assignments, plan review statuses, markup information, permitting, legal data, holds, flags, Certification of Occupancy, historic data and payment information are managed using the KIVA system.

Phase one of the Electronic Plan Review system will be a pilot focused on plan types that will provide a significant return on initial investment with a defined group of plan submitters. Setting limits on phase one will allow for fine tuning of the system and business process with minimal adverse effects to remaining operations. After system stabilization and change management processes are effectively implemented the Planning and Development Department will continue the roll out process targeting other plan types and growing the submitter user community. For submitters without access to computer services the City of Phoenix will continue to offer the option of submitting hard copy plans for review.

Functional requirements contained in this RFP require that the Electronic Plan Review system be integrated with our existing KIVA system. This requirement is necessary because KIVA is our core system of record, administers staffing assignments, provides all permitting activities, is our payment/costing system and will continue to process hard copy plan reviews for customers choosing that method.

The City of Phoenix Planning and Development Department expect the following benefits from implementing an Electronic Plan Review system:

a.	Reduce traditional plan review processing times.
b.	Reduce physical trips to P&D for plan drop off/pick up.



SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

c.	Reduce the amount of space used for hard copy plan storage.
d.	Positive environmental impact by reducing printing of hard copies.
e.	Improve reviewer work environment and productivity through more efficient communication and non-linear plan review processes.
f.	Provide customers the ability to submit plans 24x7 on-line.
g.	Improved customer ability to track plans through the review process.
h.	Provide the ability to review plans from remote locations or easily utilize contract plan review vendor services.

The Planning and Development Department expects to assign the following staff to assist with this Project:

- 1 full time Project Manager providing guidance to the Implementer, monitoring the project and schedule, approving payments, creating work assignments, and serving as the liaison to the Department's Executive Team.
- 1 part time KIVA system administrator to monitor and approve contractor's integration programming effort.
- 3-4 part time City personnel from the plan review section who will participate in the phase one implementation. They will provide subject matter expertise in City of Phoenix business processes/decisions, participate in learning the application functionality, and assist with testing the system and interface functionality.
- Database, Application and WEB server Administrators as needed.
- At least 2 participants to learn system configuration and administration requirements.

3. GENERAL SCOPE OF WORK

The General Scope of Work will include, but not be limited to, the following products and services, and are subject to modifications through the formal (post-selection) scoping process.

a.	Provide all services and products necessary to implement a system as outlined in this RFP including, but not limited to, software licensing, system maintenance, training, reporting, integration with current City-wide enterprise systems and change management processes.
b.	The Electronic Plan Review system will be implemented in phases. The successful proposer will be responsible for the phase one implementation process. Phase one will include approximately 20 City of Phoenix plan review staff and small group of users from the design community. The first phase will be used to fine tune system functionality and complete internal change management processes.
c.	The contract vendor providing the electronic plan review system will be responsible for submitting a detailed statement of work prior to proceeding with system implementation.



SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

	<p>The statement of work will outline each phase of the implementation process from hardware initialization to post go-live support. The statement of work must be approved and signed by the City of Phoenix project sponsor prior to beginning system implementation.</p>
d.	<p>The successful proposer will provide a project manager that will report to the designated project manager of the City of Phoenix, Planning & Development Department. The contractor's project manager will be the point of contact for all communication with the system provider and be responsible for updating/communicating scheduling issues, change requests and risk assessment.</p>
e.	<p>The contract vendor will be responsible for developing and maintaining a project schedule for the duration of the project. The schedule must be submitted with the statement of work and must be approved by the City of Phoenix project sponsor. The schedule will include detailed steps of the project from the hardware initialization to the post go-live support. The schedule will include a defined period for the post go-live support. Milestones and project risks should be outlined in the schedule.</p>
f.	<p>Appropriate contract vendor staff will attend and co-facilitate all project team meetings.</p>
g.	<p>The contract vendor will review existing business processes and identify suggested improvements or process changes based on industry standards that would allow implementing the software with standard configuration.</p>
h.	<p>The contract vendor will assist city technical staff in set up and configuration of all system related hardware/software. The initialization process will include, but is not limited to, WEB servers, application servers, database servers, load balancing hardware/software.</p>
i.	<p>WEB page development will be included in the base cost of the project. Development will include, but is not limited to, system landing page, plan type facts gathering page, permit application form pages, payment submittal pages, online help/training, FAQs, plan submittal rules/requirements/regulations and hot button linking to other systems.</p>
j.	<p>The contract vendor will plan, lead and staff data mapping and application programming efforts associated with integrating the Electronic Plan Review system with our existing KIVA permitting and SIRE document management systems.</p>
k.	<p>The contract vendor will assist city project team staff in determining standardized reporting needs and lead the development of the reports necessary to support business</p>



SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

	functions as determined by the Planning and Development Department.
i.	Comprehensive system testing and user acceptance testing will be provided as part of the implementation process. System testing must include, but is not limited to, software functionality, WEB portal, load balancing, security and integration. Performance testing of WEB portal, plan review processes and system integration functions must be included in the testing plan.
m.	Comprehensive system training will be provided by the contract vendor and will include, but is not limited to, system administration, system configuration, plan review processes, work flow, report writing, train the trainers and any other process necessary to effectively administer and utilize the system. The contractor provided training material must be specific to the City of Phoenix and illustrate City of Phoenix scenarios. Materials will be provided in hard copy format for class room training sessions and soft copy format for future reproduction and/or modification by the City of Phoenix. All training material becomes the property of City of Phoenix, Planning & Development Department for future implementation phases.
n.	The City of Phoenix, Chief Information Security Officer must approve all security related aspects of the system prior to system operation. The contractor is responsible for rectifying any deficiencies noted by the Security Officer.
o.	Provide post go-live support for a time period defined in the approved schedule including, but not limited to, system stabilization using configuration tuning, WEB page modifications and other changes necessary to effectively complete electronic plan review processes and associated functions.

Respondents are encouraged to develop other tasks and identify deliverables based on the Respondent's experience and approach to the project.



SECTION V – SUBMITTAL OF REQUIREMENTS AND NARRATIVE

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

The following table in Section V (1) (A) must be completed and submitted with your proposal. If the completed table is not submitted with your proposal your proposal will be deemed non-responsive. This section may be downloaded at <http://phoenix.gov/pdd/aboutpdd/businesspdd/index.html> in fillable PDF or Word format for ease of completion.

Note: Proposers do not have to meet all system requirements in Section V (1) (A) for their proposal to be deemed responsive.

1. SYSTEM REQUIREMENTS

A. Functional Requirements

Provide a yes or no answer for each item in the table. Yes indicates the functionality is included in the submitted bid price. Answering no indicates your proposed solution does not meet the specific requirement.

The details/comments column allows the offeror to provide any clarifying information associated with the yes/no answer.

#	Category	Requirement	Base or Configurable (Yes or No)	Details/Comments
1	Integrated Electronic Document Management	Transfer of approved plans to an electronic document storage system (SIRE) including supporting documentation collected during the plan review process, permit application information and the KIVA permit type/number. Automatic transfer process based on configurable trigger conditions being met.		
2	Integrated Hot Key/Button Linking	Submitter and reviewer WEB page screens provide hot key/button linking to other systems or WEB sites. Using "key" data (i.e. permit number from KIVA) launch other WEB applications or WEB reporting and provide navigation back to the plan review system.		
3	Integrated Software Updates	Future EPR software versions will support all custom programming or configuration used to integrate the EPR system with City's KIVA and SIRE systems.		
4	Markup Before and After Corrections/Changes	Easily identify before and after corrections with callouts, color, clouding, delta and bubble marks to highlight the review comments and the corresponding corrections made. Highlight all changes so they can be easily identified anywhere on the plans.		



SECTION V – SUBMITTAL OF REQUIREMENTS AND NARRATIVE

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

#	Category	Requirement	Base or Configurable (Yes or No)	Details/Comments
5	Markup Measurements	Include markup measurement tool capable of dimension and area calculations using both engineers and architectural scales.		
6	Markup Code Catalog	Store building code catalogs and easily incorporate code verbiage into plan markup or associated notes and documentation. Codes retrievable by entering the code number or searching the catalog. Modification of catalog with local or custom code/markup verbiage.		
7	Markup Multi-Plan Viewing and Comparison View	View multiple plans or pages simultaneously. Comparison view that identifies before and after revisions. Easily identify differences between versions with marks and highlights.		
8	Markup Pin-Points	Link comments to pin-points on the plan and bring attentions to comments for easy identification with callouts, color, clouds, delta and bubble marks.		
9	Markup Tool	Graphical user interface markup tool providing intuitive easy to use functionality.		
10	Markup Viewer Drill Down	Viewer drill down to other linked pages using symbols to subsequent page/s with the associated detailed drawing, notes or supporting documentation with back arrow function that returns reviewers to original page.		
11	Markup Viewer Page Index	Viewer with easy to use page indexing system that can be used to organize plan pages in a hierarchal parent/child scheme. Index drill down to target pages with one click and return to previous page or express move to other pages.		
12	Payment submittals	Accepts electronic payment for plan review costs.		
13	Reporting	GUI based ad-hoc reporting tool capable of simple select statements, field display functions and standard calculation tools (i.e. sum, average). Easily exported report data to commercially available spreadsheet, database, email, or text-based software applications.		

Company Name _____



SECTION V – SUBMITTAL OF REQUIREMENTS AND NARRATIVE

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

#	Category	Requirement	Base or Configurable (Yes or No)	Details/Comments
14	Reporting	System reports on audit logs representing detailed information of process life cycle from initial login request to plan approval. Logs include, but are not limited to, user IDs, dates, times, system actions, and computer names.		
15	Reporting	Reporting of summarized information of staff and submitters indicating the progress of plan review cycle and estimated completion information.		
16	Reporting	Complex reports that can be developed by system administration staff and published to end users of the system. Reports executed as needed or scheduled for background processing.		
17	Reporting Dashboard	Graphical dash board reporting for statistical analysis of key performance indicators as defined by the City of Phoenix, P&D Department. Reporting will include, but is not limited to, plan review, aging, work flow, time segmenting, and development location distribution.		
18	Reporting Standard	Summarize data by reviewer indicating average time to complete each review cycle.		
19	Reporting Standard	Summarize data by submitter indicating average time between review cycle and re-submittal.		
20	Reporting Standard	Summarize data of the complete life cycle from plan submittal to plan approval.		
21	Reporting Standard	Summarize data indicating average number of re-submittals by submitter and review staff.		
22	Reporting, Standard	Store key performance indicator target data and report on actuals vs target information.		
23	Reporting, Standard	Reporting to meet requirements of Arizona SB1598 and other legal requirements as needed.		
24	Security Password	Password minimum length, upper/lower case, special character, alpha/numeric and password expiration are configurable.		
25	Security System	Compatible with all major commercially available anti-virus software packages.		
26	Security System	Track failed login attempts by creating activity logs with detailed information of the attempts.		

Company Name _____



SECTION V – SUBMITTAL OF REQUIREMENTS AND NARRATIVE

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

#	Category	Requirement	Base or Configurable (Yes or No)	Details/Comments
27	Security System WEB Pages	Use Secure Socket Layer for communication.		
28	Security User	Role based security easily grouped and distributed.		
29	Security User	Restrict access to data by security authorization.		
30	Security User	Restrict access to reports by security authorization.		
31	Security User	Restrict access to system menus or screens by security authorization.		
32	Security User	Completely self-maintained submitter password without any City staff intervention, including password generation and recovery.		
33	Security User	Plan submitter can invite other users to their project and grant view access to project content. (i.e. allow architect to view markups of the plans they created).		
34	Software Licensing	Licensing is enterprise based and does not require individual workstation licensing.		
35	Software Licensing	Licensing covering all hardware instances necessary to support the required landscapes in order to effectively operate a 24/7 system environment, including minimum landscape architecture for Development, Test, and Production instances.		
36	Stamping Electronic Approval	Capable of electronic approval stamping. Allow single page or bulk stamping of defined page numbers or entire document.		
37	Stamping Secured Electronic Approval	Store stamps using encryption or industry standard method for not allowing copying or re-use. Customize stamps by authorized system administration staff for each approving organization/staff with logo, dynamic data/time, electronic signature and any other text or graphic which applies.		
38	Stamping User Signature	Accept electronic signature from applicant.		

Company Name _____



SECTION V – SUBMITTAL OF REQUIREMENTS AND NARRATIVE

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

#	Category	Requirement	Base or Configurable (Yes or No)	Details/Comments
39	Submittal Plan Upload	Accept the upload of plans and other supporting documentation to the system with the online permit application process. Log and track user, date, and time of plan/document submittal. Store originals as first version read only copy. Accept document types including, but are not limited to, PDF, DOC, DWF, DXF, EXL, TXT, XLS.		
40	Submittal Plan Upload	City staff controls the availability of upload process for submitters. Submitters cannot upload new versions of plans during an active plan review unless given access by City staff.		
41	Submittal Single Sheet Re-Submit	Version management allowing re-submittal of single sheets for incorporation into original submittal creating a new version or over-writing existing version at the discretion of the reviewer.		
42	Submittal Version Management	Version management for original submittals and each subsequent plan/document submittal. Version all markup layers to coincide with plan versions. Accessible viewing of all versions.		
43	System Audit Logs	Archive audit logs with an easy-to-use recovery or viewing tool.		
44	System Backup and Recovery	Integrated tools for system backup and recovery functions.		
45	System Capacity	Capable of processing an estimated plan review volume of 10,000 plans annually and supporting approximately 100 plan review staff. Plan complexity range from small single page plans to large commercial development.		
46	System Web Based Solution	WEB based portal to enable easy access to all authorized parties.		
47	System Web Based Solution	Client software not required on reviewer or submitter workstations for EPR functionality. All functions fully supported using industry standard WEB page browsers.		
48	Tablet Access	Plans and associated documentation can be accessed using mobile tablet.		
49	Time tracking	Labor resource tracking of staff time captured real time based on logging into project and logging out of project.		



SECTION V – SUBMITTAL OF REQUIREMENTS AND NARRATIVE

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

#	Category	Requirement	Base or Configurable (Yes or No)	Details/Comments
50	WEB Page	WEB pages for end user training, EPR requirements/restrictions, frequently asked questions, and any other pages as needed for intuitive use and navigation of the system.		
51	WEB Page	WEB page file naming tool that renames files using the correct naming specification during the upload process.		
52	WEB Page Development	Approval by the City of Phoenix Public Information Office of all WEB page content prior to going live with outward facing content.		
53	WEB Page Screen	WEB page screens for permit application information use logic to determine permit type and work flow assignments.		
54	WEB Page Permit Application Screen	Prior to plan upload screens, City defined WEB screens required for the collection of permit application information, property data, project description etc.		
55	WEB Page Survey/Feedback	Survey/feedback WEB page functionality. Submitters can indicate what they liked and didn't like and submit suggestions.		
56	WEB Page Browser	System supports Internet Explorer, Mozilla, FireFox, Google Chrome and Safari WEB browsers.		
57	Work Flow	Work flow configuration tables are easily created/modified using a GUI process and do not require programming or scripting to maintain.		
58	Work Flow	Work flow configured based on plan review types. Work flow provides dynamic decision capabilities using permit application data collected by the electronic plan review WEB screens.		
59	Work Flow	Workflow capable of simultaneous and dependent reviews.		
60	Work Flow Email	Work flow notification email functionality compatible with the City of Phoenix Lotus Notes application.		
61	Work Flow Email Configuration	The work flow email process fully configurable with action triggers based on plan review statuses. Staff email address information is configurable allowing email distribution to individuals or pre-determined work groups.		

Company Name _____



SECTION V – SUBMITTAL OF REQUIREMENTS AND NARRATIVE

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

#	Category	Requirement	Base or Configurable (Yes or No)	Details/Comments
62	Work Flow Email to Plan Submitter	After the plan review process is complete, an alert email sent to the plan submitter containing comments from each reviewer and organized in an acceptable industry standard format.		
63	Work Flow Email to Project Manager and Plan Reviewers	Work flow alert emails sent to project managers and plan reviewers assigned to the project indicating plans have been submitted, or re-submitted with revisions/corrections, referencing the project number, and containing any comments added by the submitter.		
64	Work Flow Single Screen Routing/Status Information	Plan routing and review status displayed on a single easy to read screen.		
65	Work Flow Staffing Assignment	Automatic assignment to work groups or individual staff based on predetermined configured work flow rules.		
66	Work Flow Staffing Assignment	Manual assignment or assignment changes allowed with proper security authorization.		
67	Work Flow Status	Work flow with several layers of statuses defined by the City of Phoenix, P&D Department (i.e. project # request, plan submitted, pre-log, accepted, assigned, in-process, 1st review complete, out for corrections).		
68	Work Flow, Emails	Email notification configuration flexible to provide emails at City of Phoenix defined triggers. Triggers include, but are not limited to, status changes, missed target completion dates, legal requirements, and payment of fees.		

Company Name _____



SECTION V – SUBMITTAL OF REQUIREMENTS AND NARRATIVE

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

2. PROPOSER’S EXPERIENCE AND QUALIFICATIONS

Submit with your proposal a written narrative or other printed technique to demonstrate the ability to satisfy the Scope of Work in relation to the following items in Section V (2) (A-G):

A. Business History

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

B. Key Personnel

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

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

C. Adverse Actions/Potential Impact

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

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

D. 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. [Provide at least 3 reference organizations].

E. Sample Projects

Describe sample projects (not to exceed 3) which best illustrate the firm’s qualifications for the scope of the services; identifying any projects accomplished by current staff while conducted under the employment of others. Projects must be of similar complexity completed and demonstrate the proposer’s ability and experience to successfully perform the services. [Not to exceed 3 pages per sample project].



SECTION V – SUBMITTAL OF REQUIREMENTS AND NARRATIVE

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

F. Customer References

Proposer shall furnish as references a minimum of three (3) references but no more than five [5] which the Proposer is currently furnishing services; or in the past five years has completed services. References from large public entities are preferred.

Please provide for each reference: Name of Entity, Name of Reference, Address, Telephone Number and E-mail Address [if available].

G. 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.

3. SCHEDULE AND METHOD OF APPROACH

Submit with your proposal a written narrative or other printed technique to demonstrate the ability to satisfy the Scope of Work in relation to the following items in Section V (3) (A-S):

A. Milestones

Provide a list of milestones and proposed deliverables for each milestone.

B. Work Schedule

Provide a schedule of work consistent with the requirements of the Scope of Work. Include recommended staffing requirements from the City of Phoenix

C. Customer Service – Availability

Provide an estimate of key personnel time on each major step. State the work schedule (days and hours) that the contract representative will be available and the anticipated turnaround time for returning phone calls.

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

D. Customer Service – Office Resources

State or describe the on-site resources such as office space, conference rooms, clerical support for meeting arrangements as relevant to the services provided.

E. Sample Reports

Describe or provide a sample progress report or form.



SECTION V – SUBMITTAL OF REQUIREMENTS AND NARRATIVE

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

F Technology

Describe how your firm uses technology in performing services.

G. Plan File Content

Provide your organization's recommendation if plan files should be limited to single page per file or multiple pages per file. Provide industry documentation to support your recommendation.

H. Plan File Type

Provide your organization's recommendation on allowable file types for plan review upload. Provide industry standard documentation to support your recommendation.

I. Permitting System

If your organization offers a permitting system integrated with your proposed Electronic Plan Review software application, provide detailed information on its integration and functionality.

J. Third Party Vendors

List any third party vendors/applications required to meet the specifications in this RFP. If yes, describe their functions and list any licensing fees or costs in your detailed cost proposal.

K. System Architecture

Provide a detailed system architecture drawing that includes development, test and production landscape, dual fail over WEB portal hardware, application and data base hardware and any other hardware necessary to effectively run the proposed system.

L. System Hardware Specifications

Provide a detailed hardware requirements list to support the application, database, WEB presence and associated processes. All suggested hardware requirements should be based on volume that can be expected from an organization similar in size to the City of Phoenix (est. 10,000 plan reviews annually) and capable of 24/7 hours of operation.

M. Plan Review Workstations

Indicate the preferred workstation specifications to effectively complete the plan review process while simultaneously running other business applications such as email, word processing, spreadsheet and permitting tools. Suggested specifications should ensure no system degradation or performance issues due to memory, CPU or video card capabilities.

N. System Upgrade Strategies

Give detailed outline of future schedule for system patch and upgrade deployment. Include cost schedule. Also provide last three years of patch and upgrade information deployed to existing customers.



SECTION V – SUBMITTAL OF REQUIREMENTS AND NARRATIVE

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

O. System Performance

Include detailed information of file upload performance results from an existing production system with hardware comparable in size/performance to hardware you are recommending in your proposal. Please provide any file size restrictions or recommendations.

P. Security Methods

The proposal must include detailed documentation of security methods used to store, maintain and protect uploaded documents, markups, notes, supporting records or payment information in the system. Documentation must include methods used to communicate with applications within City of Phoenix firewall. The City of Phoenix Information Technology Services, Chief Information Security Officer has the final authority to review and approve or reject proposed security efforts.

Q. System Administration

Provide detailed staffing requirement chart indicating positions and skill level necessary to support the system post go-live. Include daily time commitment of each staff member.

R. Staffing Requirements System Upgrade

Describe upgrade procedures and staffing requirements for installation of future releases/versions.

S. Training

Provide detailed plan indicating curriculum and time commitment for each of the following; plan review staff, team leads responsible for work flow assignments, security administrator, system administrators, programming staff, City training staff and any other applicable users. Indicate methods of training the public in submitting plans for review. Submit examples of online help and training methods for public users of the system.

T. Post Implementation Support

Provide a detailed outline of your organizations software support effort including help desk support and custom programming requests. Provide statistics on help desk complaint resolution and meeting customer request. Provide a list of you most frequently ask questions in your software support area. Give methods of contacting support staff and hours of availability.



SECTION VI – SUBMITTAL OF PRICING/OFFER

**CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624**

A. PRICING COMPONENT:

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

Bid will be awarded to one vendor with the City of Phoenix having the option to purchase "none, some or all" hardware components and "none, some or all" of the KIVA Integration if offered by the winning proposer.

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.

Proposers should quote firm price for the implementation project and or components. All blanks must be filled in. If proposer is not submitting an offer on a part of the services/components requested, the proposer should state "No bid" or "Not applicable."

Bids are all inclusive. Bid pricing will include all incidentals, travel, parking, computer or other equipment necessary for the specific services as requested, special licenses or training, all third party cost, meals, copying expenses, special software programs, special equipment inherent to do the job, staffing, overtime, weekend, and any other costs incurred associated with providing services as outlined in this RFP.

Include with your pricing pages a detailed definition of what is included in each of the priced services offered.

One proposal per system type (hosted vs in-house). If your organization is bidding on both vendor hosted and City of Phoenix hosted systems submit one complete bid proposal for each system type.

Company Name _____

Bid Opening Date: December 10, 2012

Solicitation No. RFP 12-004



SECTION VI – SUBMITTAL OF PRICING/OFFER

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

B. PRICING PAGE:

Software, Maintenance Cost

Description	Year One Cost	Year Two Cost	Year Three Cost	Year Four Cost	Year Five Cost
Software Licensing					
Hosting Fees (complete if proposed solution is hosted by vendor)					
Annual Maintenance and Support					
Other Cost (any cost not listed necessary to provide RFP defined system, provide detailed breakdown of service provided for this cost)					
Per Year Total					

Implementation Project

Implementation cost is all inclusive as defined in this RFP. Proposer must submit a detailed breakdown of services included in the Implementation Project cost.

Description	Total Cost
Implementation Project	

Company Name _____

Bid Opening Date: December 10, 2012

Solicitation No. RFP 12-004



SECTION VI – SUBMITTAL OF PRICING/OFFER

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

Additional Services, Custom Development

Fixed hourly rate for custom development requested by the City of Phoenix for software functionality not included in the base software licensing agreement for years two through five.

Description	Year Two	Year Three	Year Four	Year Five
Customer Requested Development (fixed per hour cost)				

KIVA Integration

The City of Phoenix reserves the right to purchase none, some or all of the four Integration Functions offered on the KIVA Integration price page.

The following table refers to Attachments in Section VII of this RFP. The Attachments indicate the proposed KIVA field integration required to meet the listed Integration Function. Provide a Yes or No answer for each item in the table. If proposer's answer is Yes, provide the fixed bid cost for the Integration Function. Answering No and placing N/A in the cost column indicates proposer is not offering the integration function. Answering No does not deem your proposal non-responsive.

Item	Integration Function	Description	See for list of required fields	Yes or No	Cost
1	Permit Application Data	Applicant information passed to KIVA to create permit number for the plan review process.	Section VII Attachment A		
2	Key Fields	Fields used to link EPR projects to KIVA permit plan review number	Section VII Attachment B		
3	Payment	Send payment receipt information from EPR to the KIVA system	Section VII Attachment C		
4	Plan Review Progress	Synch EPR plan review progress data to the KIVA system	Section VII Attachment D		



SECTION VI – SUBMITTAL OF PRICING/OFFER

**CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624**

1. **PAYMENT TERMS**

Offeror offers a prompt payment discount of _____% _____ days to apply after receipt of invoice or final acceptance of the products, whichever is later. If no prompt payment discount is offered, enter 0 in the % space to indicate net 30 days, otherwise payment terms shall be 2% 20 days, net 30 days; effective after receipt of invoice or final acceptance of the products, whichever is later. Payment terms offering less than 20 days will not be considered in the price evaluation of your proposal.

Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received.

2. **DELIVERY/WORK TIME**

All deliveries/work shall be between the hours of 7 a.m. and 5:00p.m., local time Monday through Friday, excluding City holidays.

EMERGENCY TWENTY-FOUR HOUR SERVICE CONTACT

3.

Name _____

Telephone Number _____

Alternate Contact _____

Telephone Number _____

4. **YEARS IN BUSINESS**

Contractor certifies that _____ has provided
(Company Name)

complete Electronic Plan Review Systems listed in this RFP for a period of _____
years. (number of years)

Company Name _____

Bid Opening Date: December 10, 2012

Solicitation No. RFP 12-004



SECTION VI – SUBMITTAL OF PRICING/OFFER

**CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624**

OFFER

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 solicitation 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. _____

Taxpayer's Federal Identification No. _____

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

Authorized Signature

Date

Printed Name and Title

Company Name

Address

City, State and Zip Code

Telephone Number

Company's Fax Number

Company's Toll Free #

Email Address

Indicate on a separate sheet, if Purchase Order or Remit to addresses is different from above.

NOTE: Any assignment of proceeds must go through the City of Phoenix, Division of Accounts, formal assignment procedure. Please also refer to the Assignment Provision in the General Bidding Instructions and Conditions of Purchase.

Company Name _____

Bid Opening Date: December 10, 2012

Solicitation No. RFP 12-004



SECTION VI – SUBMITTAL OF PRICING/OFFER

**CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624**

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon this solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No._____. The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

CITY OF PHOENIX, a municipal corporation
David Cavazos, City Manager

City Clerk

Planning & Development Director

Approved as to form this

Awarded this _____ day of _____, 2013.

This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

Company Name_____

Bid Opening Date: December 10, 2012

Solicitation No. RFP 12-004



SECTION VII – ATTACHMENTS

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

ATTACHMENT A

Permit Application Data (Section VI, KIVA Integration Cost, Item 1)

Proposed KIVA field list for the integration of plan review permit number creation in KIVA.

KIVA Tab	Field name	Field Desc	Function	From/To
Permit Genealogy	Type	Permit type	Create Permit Plan Review #	EPR Form to KIVA
Permit Genealogy	Number	Permit number, parent number entered in EPR during pre-log process	Create Permit Plan Review #	EPR Form to KIVA
Permit Genealogy, pop up	Type	Permit type	Create Permit Plan Review #	EPR Form to KIVA
Permit Genealogy, pop up	Permit Category	Project type designations	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Application	Permit name	Permit name	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Application	How Taken	Describes how plan was taken in (Internet)	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Application	Required C of O	Choose Certification of Occupancy or Certification of Completion	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Application	Application Lead	Who authorized plan to come in	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Address	Suite	Designates area of activity	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Address	Floor	Designates area of activity	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Address	Bldg/Unit	Designates area of activity	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Owner	Function	Copy owner function needs to be executed. The owner at the bottom of the screen is what prints on the permit	Create Permit Plan Review #	KIVA Function



SECTION VII – ATTACHMENTS

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

KIVA Tab	Field name	Field Desc	Function	From/To
Permit Entry, Quantities	Estimated Value	Customer indicates estimated cost of requested activity	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Quantities	Calculated Value	Pre-Log Team calculates	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Quantities	Area	Square foot of work being completed	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Quantities	Detail Code	Build use code, could be multiple codes	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Structural Classification	Number of Structures	Indicates building count	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Structural Classification	Number of Residential Units	Indicates residential buildings	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Structural Classification	Number of Stories	Building stories	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Structural Classification	Highest point of structure	Building height for Airport	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Structural Classification	Occupancy Group	Building use code	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Structural Classification	Construction Type	Describes construction type/materials	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Structural Classification	Structural Class	Indicates what building is used for (County tax valuation)	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Structural Classification	Building Footage	Known/Unknown	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Structural Classification	Total Building Footage	If building footage (known) must be populated	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Structural Classification	Sprinkler	Y/N	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Structural Classification	Alarm	Y/N	Create Permit Plan Review #	EPR Form to KIVA



SECTION VII – ATTACHMENTS

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

KIVA Tab	Field name	Field Desc	Function	From/To
Permit Entry, Structural Classification	Emergency Lighting	Y/N	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Scope	Scope	What type of plan review is required	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Scope	Scope Text	Manual manipulation of base text	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Professionals	Name	Contractor company name is validated in KIVA	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Applicant	Applicant, Business Name	Name field (Developer, Owner, Business Name)	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Applicant	Applicant, Contact	Contact	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Applicant	Applicant, Address Line 1	Address	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Applicant	Applicant, City/State	City	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Applicant	Applicant, Zip	Zip	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Applicant	Applicant, Email	Email	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Applicant	Applicant, Cell	Extension	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Applicant	Applicant, Home Phone	Extension	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Applicant	Applicant, Office Phone	Extension	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Applicant	Applicant, Extension	Extension	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Applicant	Applicant, Fax	Extension	Create Permit Plan Review #	EPR Form to KIVA



SECTION VII – ATTACHMENTS

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

KIVA Tab	Field name	Field Desc	Function	From/To
Permit Entry, Applicant	Contact, Business Name	Name field (Developer, Owner, Business Name)	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Applicant	Contact, Contact	Contact	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Applicant	Contact, Address Line 1	Address	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Applicant	Contact, City/State	City	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Applicant	Contact, Zip	Zip	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Applicant	Contact, Email	Email	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Applicant	Contact, Cell	Extension	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Applicant	Contact, Home Phone	Extension	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Applicant	Contact, Office Phone	Extension	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Applicant	Contact, Extension	Extension	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Applicant	Contact, Fax	Extension	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Applicant	Contact, Comment	Open text field	Create Permit Plan Review #	EPR Form to KIVA
Permit Entry, Fee Calculation	Fee Code	Drives fee calculator percentage	Create Permit Plan Review #	EPR Form to KIVA



SECTION VII – ATTACHMENTS

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

ATTACHMENT B

Key Fields (Section VI, KIVA Integration Cost, Item 2)

Proposed key fields to link KIVA plan review permit numbers to the EPR projects.

KIVA Tab	Field name	Field Desc	Function	From/To
Permit Entry, Fee Calculation	Plan review type	Indicates plan type	Key field linking records of EPR and KIVA	KIVA to EPR
Permit Entry, Fee Calculation	Plan review number	Review number	Key field linking records of EPR and KIVA	KIVA to EPR
Permit Entry, Fee Calculation	PID	Unique identifying number in KIVA	Key field linking records of EPR and KIVA	KIVA to EPR



SECTION VII – ATTACHMENTS

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

ATTACHMENT C

Payment Data (Section VI, KIVA Integration Cost, Item 3)

Proposed KIVA fields to be populate with payment information from the EPR system.

KIVA Tab	Field name	Field Desc	Function	From/To
Permit Entry, Payment	Plan review type	Indicates plan type	Take payment (Credit card)	EPR to KIVA
Permit Entry, Payment	Plan review number	Review number	Take payment (Credit card)	EPR to KIVA
Permit Entry, Payment, Single Payment Dist.	Authorizati on Code	Generated from the credit card machine	Take payment (Credit card)	EPR to KIVA
Permit Entry, Payment, Single Payment Dist.	Sales Invoice	Transaction number from credit card processing	Take payment (Credit card)	EPR to KIVA
Permit Entry, Issue Permit	Amount to Pay	Payment amount	Take payment (Credit card)	EPR to KIVA



SECTION VII – ATTACHMENTS

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

ATTACHMENT D

Plan Review Progress (Section VI, KIVA Integration Cost, Item 4)

Proposed KIVA fields to be populate with plan review progress data from the EPR system.

KIVA Tab	Field name	Field Desc	Function	From/To
Permit, Clearance Check List/Activity Point	Complete	Activity "LOGIN", Action "PR 1-IN", populate field with payment date, cascade dates. Starts SB1598 clock.	Plan review work flow progress dates	EPR to KIVA
Permit, Clearance Check List/Activity Point	Target Date	Activity "LOGIN", Action "PR 1-C", populate with calculated due date based on rules, cascade dates	Plan review work flow progress dates	EPR to KIVA
Permit, Clearance Check List/Activity Point	Assigned To	Activity "TEAM" populate with team lead responsible for assigning staff	Plan review work flow progress dates	EPR to KIVA
Permit, Clearance Check List/Activity Point	Complete	Activity "STRUC", Action "PR 1-S", populate field with date first review started	Plan review work flow progress dates	EPR to KIVA
Permit, Clearance Check List/Activity Point	Complete	Activity "STRUC", Action "PR 1-C", populate field with date first review completed	Plan review work flow progress dates	EPR to KIVA
Permit, Clearance Check List/Activity Point	Target Date	Activity "STRUC", Action "PR 1-C", set date field to null	Plan review work flow progress dates	EPR to KIVA
Permit, Clearance Check List/Activity Point	Notes	Activity "STRUC", Action "PR 1-C", copy first review notes from EPR to KIVA	Plan review work flow progress dates	EPR to KIVA
Permit, Clearance Check List/Activity Point/Activity Sign-Off	By	User ID signing off	Plan review work flow progress dates	EPR to KIVA
Permit, Clearance Check List/Activity Point/Activity Sign-Off	Date	Current date	Plan review work flow progress dates	EPR to KIVA
Permit, Clearance Check List/Activity Point	Decision	Populate with CORR1	Plan review work flow progress dates	EPR to KIVA



SECTION VII – ATTACHMENTS

CITY OF PHOENIX
Planning & Development
3rd Floor
200 W. Washington Street
Phoenix, AZ 85003
Phone: (602) 534-9624

KIVA Tab	Field name	Field Desc	Function	From/To
Permit, Clearance Check List/Activity Point	Complete	Activity "LOGIN", Action "PR 2-IN", populate field with date plan returned for second review	Plan review work flow progress dates	EPR to KIVA
Permit, Clearance Check List/Activity Point	Target Date	Activity "LOGIN", Action "PR 2-C", populate with calculated due date based on rules, cascade dates	Plan review work flow progress dates	EPR to KIVA
Permit, Clearance Check List/Activity Point	Complete	Activity "STRUC", Action "PR 2-S", populate field with date second review started	Plan review work flow progress dates	EPR to KIVA
Permit, Clearance Check List/Activity Point	Complete	Activity "STRUC", Action "PR 2-C", populate field with date second review completed	Plan review work flow progress dates	EPR to KIVA
Permit, Clearance Check List/Activity Point	Target Date	Activity "STRUC", Action "PR 2-C", set date field to null	Plan review work flow progress dates	EPR to KIVA
Permit, Clearance Check List/Activity Point	Notes	Activity "STRUC", Action "PR 2-C", copy second review notes from EPR to KIVA	Plan review work flow progress dates	EPR to KIVA
Permit, Clearance Check List/Activity Point/Activity Sign-Off	By	User ID signing off	Plan review work flow progress dates	EPR to KIVA
Permit, Clearance Check List/Activity Point/Activity Sign-Off	Date	Current date	Plan review work flow progress dates	EPR to KIVA
Permit, Clearance Check List/Activity Point/Activity Sign-Off	Decision	Populate with APPR	Plan review work flow progress dates	EPR to KIVA