

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
WEST YOST & ASSOCIATES, INC.**

This Linking Agreement (“Agreement”) is entered into as of this _____ day of _____, 2024, between the City of Glendale, an Arizona municipal corporation (“City”), and West Yost & Associates, Inc., a California Corporation, authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

RECITALS

- A. On April 21, 2023, City of Tempe, a member of the S.A.V.E Cooperative Purchasing Agreement, entered into a contract with Contractor to purchase the goods and services described in Program Management and Implementation Services to Operationize SCADA Master Plan, Contract No. T23-107-01 (“Cooperative Agreement”), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows its cooperative use by other governmental agencies, including the City.
- B. Section 2-149 of the City’s Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City’s cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement.

- A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was April 21, 2023, until the date the contract terminates on April 20, 2025, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement.
- B. The City may extend the term of this Agreement up to one 1-year term. if the Cooperative Agreement is likewise extended and the City gives the Contractor notice that it is exercising its option to extend this Agreement at least 30 days prior to the anniversary of the Effective Date. Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

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2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as **Exhibit C**.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed Eight hundred thousand dollars (\$800,000) for the entire term of the Agreement (initial term plus any extensions).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

9. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

- a. the forced labor of ethnic Uyghurs in the People's Republic of China;
- b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

10. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
11. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Julie Ossege
7070 W. Northern Avenue
Glendale, AZ 85303

and

West Yost & Associates, Inc.
c/o Daniel Groves, P.E.
100 Galaxy Way, Suite 310
Concord, CA 94520

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona
municipal corporation

By: _____

Kevin R. Phelps
City Manager

"Contractor"

West Yost & Associates,
a California Corporation

By: _____

Name: Daniel Groves, P.E.
Title: Engineering Manager

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
WEST YOST & ASSOCIATES, INC.**

**EXHIBIT A
PROGRAM MANAGEMENT AND IMPLEMENTATION SERVICES TO OPERATIONIZE
SCADA MASTER**

Contract Award Notice

Financial Services
Procurement Office
20 E. 6th Street
Tempe, AZ 85281



Contract Number: T23-107-01

Issue Date: April 21, 2023

Description: Program Management and Implementation Services to Operationalize SCADA Master Plan

Vendor #

Vendor Name: West Yost & Associates
Contact Name: Diane Wagner and Daniel Groves
Address: 2020 Research Park Drive #100
City,State,Zip: Davis, CA 95618

Phone: 530-792-3215
Cell: 530-792-3215
Email: Accounting-invoiceing@westyost.com

Award Period

Beginning: 4/21/2023
Ending: 4/20/2025

Potential Renewals: Three, two-year options

This Contract Award Notice is issued for the purchase of Program Management and Implementation Services to Operationalize the SCADA Master Plan as requested by the above noted solicitation/contract number. The contract shall remain in effect as noted in the award period block unless extended, renewed or canceled per terms and conditions of the solicitation.

It is to be noted that any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and will void the contract. In addition, contracted vendor is not to begin work or make delivery of awarded items until any and all required insurance is posted with the City Procurement Office.

If contracted vendor has a change of address for mailing payments and/or for mailing future bid solicitations, it is the vendor's responsibility to notify the City Procurement Officer identified with this contract and to ensure all such mailing address information is kept current.

Please note that your City of Tempe contract number should appear on all shipping documents, invoices and statements. Invoices are to be sent directly to the requesting department.

Award Information

Item	Description	Lump Sum/Hourly Rate Schedule
1.	Program Management services to oversee implementation of the first 5 SCADA Master Plan projects as outlined in West Yost letter dated March 22, 2023	\$383,761.91
2.	Hourly rates shall be established below for any additional work agreed to between the parties:	
a.	Engineering Tech Manager I/II	\$332 / \$334
b.	Principal Tech Specialists I / II	\$305 / \$315
c.	Senior Tech Specialist I / II	\$279 / \$291
d.	Technical Specialist I / II / III / IV	\$178 / \$203 / \$228 / \$254
e.	Technical Analyst I / II	\$128 / \$152
f.	Technical Analyst intern	\$103



Procurement Officer



Michael Greene, C.P.M., CPPO
Procurement Administrator

All terms and conditions of this Award Document are per the City's Solicitation Document

THIS IS NOT A PURCHASE ORDER



REQUEST FOR PROPOSAL

RFP# 23-107

Program Management and Implementation Services to Operationalize SCADA Master Plan

RFP ISSUE DATE:

December 2, 2022

DEADLINE FOR INQUIRIES/QUESTIONS:

December 16, 2022, AT 5:00 P.M. LOCAL ARIZONA TIME

RFP DUE DATE AND TIME:

December 29, 2022, 3:00 P.M. LOCAL ARIZONA TIME

ALL INQUIRIES MUST BE DIRECTED TO:

Michael Greene, C.P.M.

EMAIL: Michael_Greene@tempe.gov

PHONE: 480-350-8516

SUBMITTAL LOCATION:

Submit electronic proposals to Bids@tempe.gov
No hard copy proposals will be accepted at this time.

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General Instructions

Failure to follow these instructions may result in rejection of proposal for non-responsiveness or cancellation of any Contract awarded.

1. **Preparation of Proposal:**

- A. Proposals shall be submitted to the City of Tempe ("City") in the sequence specified herein, on the forms attached hereto, including Vendor's Offer.
- B. All proposals shall be submitted on the forms provided in this Request for Proposal, signed by an authorized signer and returned with the proposal response to the City.
- C. Completed and signed proposal forms for offer, acceptance and any solicitation addendums shall be signed by an authorized individual. Such proposal constitutes an irrevocable Offer to sell the good and/or service specified herein. Offeror shall submit all additional data, documentation, or information as requested by the City, signifying its intent to be bound by the terms of the Request for Proposal.
- D. Negligence in preparation of a proposal confers no right of withdrawal. Offeror is solely responsible for seeking clarification of any requirement and presenting accurate information in the proposal response. The City shall not reimburse any costs for a proposal, or its submission, presentation or withdrawal, for any reason. Failure to read, examine and understand the Solicitation and any of its addenda will not excuse any failure to comply with the requirements of the Solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation.
- E. Offeror shall identify each subcontractor to be utilized in the services and/or work set forth herein, if applicable.

2. **Definitions:** For purposes of this Request for Proposal and resultant Contract, the following definitions apply:

- A. "City" means the municipal corporation of the City of Tempe, Arizona.
- B. "Code Governance" means unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
- C. "Contract" means the agreement for the procurement of goods, equipment, materials, software, maintenance, contracted services, professional services, or concessions.
- D. "Contractor" means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.
- E. "Offer" means a written offer to furnish goods, equipment, materials, software, maintenance, contracted services, professional services, or concessions to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
- F. "Offeror" means a business, entity or person who submits an Offer in response to a competitive solicitation.
- G. "Public Record" means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.
- H. "Purchase Order" means a document issued by the Procurement Office directing the Contractor to deliver the goods, equipment, materials, software, maintenance, contracted services, professional services or concessions. to the City.
- I. "Request for Proposal" means a competitive solicitation

General Instructions

- J. n issued by the City for the procurement of goods, equipment, materials, software, maintenance, contracted services, professional services or concessions.
3. **Late, Unsigned and/or Incomplete Proposal:** A late, unsigned and/or materially incomplete proposal will be considered nonresponsive and rejected.
 4. **Inquiries:** Questions regarding this Request for Proposal shall be directed to the Procurement Officer identified on the cover page of this document, unless another City contact is specifically named. Inquiries shall be submitted in writing (preferably via e-mail), identifying the appropriate Request for Proposal's number, page and paragraph at issue. **PLEASE NOTE: Offeror must not place the Request for Proposal's number on the outside of an envelope containing questions.** Oral responses provided by the City shall have no binding effect or legal effect. Inquiries should be submitted within the designated timeframe noted on the front page of the solicitation. Those questions received after the designated date may be considered at the sole discretion of the Procurement Officer. The City reserves the right to contact Offerors to obtain additional information for use in evaluating proposal and solicitation requirements.
 5. **Proposal Conference:** If a proposal conference is scheduled, Offerors are strongly encouraged to attend to seek clarification on any aspects of the documents that are not clear or questions that might pertain the specifications or scope of work published. There are times when attendance at a proposal conference is mandatory and those conferences shall be specially noted when applicable.
 6. **Withdrawal of Proposal:** At any time before the specified proposal due date and time, an Offeror may withdraw its proposal by way of written correspondence from the Offeror or its authorized representative.
 7. **Proposal Addenda:** Receipt and acceptance of a Request for Proposal addendum shall be acknowledged by signing and returning the document either with the vendor's proposal response or by separate envelope prior to proposal due date/time. Failure to sign and return an addendum prior to the proposal due date/time may result in the proposal being considered nonresponsive to that portion of the Request for Proposal and may result in rejection. For all addenda published, the City will send electronic notification to those companies who have downloaded the solicitation from the City's web site. If a company receives the solicitation via a third-party plan holder organization, it will be the responsibility of the company to download the solicitation from the City's web site to ensure that their company is included on any forthcoming addenda notification.
 8. **Compliance with City Solicitation Requirements:** Unless stated otherwise in this Request for Proposal, the City reserves the right to award by individual line item, by group of items, or as a total at the City's discretion. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this Request for Proposal.
 9. **Compliance of Proposal Offeror/Contractor Forms:** Any documents or forms (including separate Contract, maintenance agreement or training agreement) intended by the Offeror to be utilized in any resulting Contract, must be submitted with proposal. Any documents inconsistent with or taking exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the proposal to be considered as nonresponsive and rejected. No documents will be considered unless submitted with vendor's proposal Offer and approved by the Procurement Office.
 10. **Responsiveness to Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if the Offeror's proposed product(s) and/or service(s) is/are capable of performing the function(s) specified in the Request for Proposal.

It is recognized that more than one method may be used to accomplish the sought-after task functionality. If Offeror has an alternate method of performing functional tasks, then Offeror shall list such method as an "alternate" and described in full detail within the proposal. The City shall be the sole judge as to whether any alternate methodology will be accepted.

General Instructions

"Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by the Offeror. Should no Offeror be found responsive to all designated Request for Proposal requirements, the City at its option, may either award the Contract to the most responsive Offeror or cancel the Request for Proposal and issue another Request for Proposal for the need under revised specifications.

11. **Questionnaire:** Offeror must complete the Questionnaire portion of this Request for Proposal and provide any documentation required to support the answers. Questionnaire items, which are designated as mandatory, are needed to satisfy a required task or performance criteria. Items, which may be listed as desirable, are not required to be responsive to the Request for Proposal and will be relatively evaluated against other proposals in making a final award decision.

If supporting documentation is required, Offeror shall provide the documentation in the sequence set forth in the Request for Proposal and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in rejection of a proposal.

12. **Clarifications and Negotiations with Offerors and Revisions to Proposal:** Clarifications may be made with any submitting firm at any time during the evaluation phase of this procurement. Clarifications are not negotiations and may be utilized by the City to ensure thorough and complete understanding of, and responsiveness to, the solicitation requirements. Negotiations may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The purpose of negotiations is to allow the City and the Offeror(s) to revise initial Offers through an exchange or series of exchanges. Should the City elect to call for best and final offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revision of proposals, and such revisions may be permitted after submissions and prior to award. In conducting clarifications and negotiations there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such negotiations shall include but not be limited to:

- A. Determine in greater detail such Offeror's qualifications;
- B. Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
- C. Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time; and
- D. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

13. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this Request for Proposals. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in its evaluation. Prices shall not be read. After Contract award, the proposals and the evaluation documentation shall be open for public inspection, except where the City has determined that specific portions of the proposal are confidential.

14. **Technical Proposal Opening:** Technical proposals (as received in step one of a two-step bidding process) shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in the evaluation. Evaluation documentation to substantiate technical proposal selection(s) shall be open for public inspection.

15. **Proposal Evaluation and Award:** The City shall determine whether a proposal meets the specifications and requirements of this Request for Proposal, at its sole discretion, and reject any proposals not meeting the intent or requirements set forth herein. Award(s) shall be made to the responsible Offeror whose proposal is determined in

General Instructions

writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposal. The City shall be the sole judge as to the acceptability of the products and/or services offered. The City reserves the right to reject any and all proposals.

16. **Award of Contract:** A proposal shall constitute a binding Offer to Contract with the City based on the terms, conditions and specifications contained in this Request for Proposal. An Offeror shall become a Contractor only upon execution of a formal Contract from the Procurement Office. Unless this Request for Proposal includes separate Contract document(s) or requires the Offeror to submit a Contract for review, a Contract shall be formed when the Procurement Office provides a written notice of award or a purchase order to the successful Offeror. All terms and conditions of the Contract are contained herein, unless modified by an amendment approved by the City. Proposals that take exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the vendor's Offer to be considered non-responsive and rejected. Exceptions will be evaluated on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification set forth herein.
17. **Proposal Results:** Offerors may attend the scheduled proposal opening at which the name of each Offeror will be publicly read. All other information contained in the proposals shall be kept confidential until the Contract is awarded. After award of Contract, an appointment may be made with the Procurement Officer to review proposal documents. Formal Contract award results shall be placed on the Procurement Office web page (www.tempe.gov/procurement) and posted at the front counter of the Procurement Office at the time the Contract award is approved by the City Council. Award recommendations may also be viewed via the City Clerk's web site normally up to five (5) days prior to the scheduled City Council meeting by visiting (http://documents.tempe.gov/sirepub/?sort=meet_date).
18. **Protests:** Any actual or prospective Offeror who is aggrieved in conjunction with this Request for Proposal or award may protest the award to the Procurement Office. A protest based upon alleged improprieties in this Request for Proposal that are apparent before the proposal opening shall be filed prior to the proposal due date/time. A protest concerning an award recommendation must be filed within ten (10) business days after the date of award. Up to five (5) days before award of a contract, the Procurement Office will post award recommendations on the City Clerks website at (http://documents.tempe.gov/sirepub/?sort=meet_date) and at the Procurement Office front counter and web site for public review (www.tempe.gov/procurement). A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or Contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents and the form of relief requested. A protest is to be on the protester's company letterhead and signed by the protestor or its authorized representative.
19. **Delivery:** All materials, equipment and/or products shall be delivered F.O.B. Destination to the City of Tempe Per the location identified in the solicitation.
20. **Tax:** Unless specified herein, sales, use or federal excise tax shall not be included in proposal pricing. The City is exempt from payment of federal excise tax. For proposal evaluation, transaction (sales) privilege tax paid to the City of Tempe (1.8%) is considered a pass-through cost, calculated as zero (\$0) expense when comparing pricing among competing companies that are not located in Tempe. For information on privilege (sales) tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at salestax@tempe.gov
21. **Payment:** For a single requirement purchase, the City will endeavor to remit payment within thirty (30) calendar days from receipt and approval of acceptable products, materials and/or services and approval of correct invoice. For ongoing term Contract purchases, the City will endeavor to remit payment within thirty (30) calendar days from approval of invoice.
22. **Discounts:** Payment discounts periods shall be computed from the date of receipt of acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed. Discounts shall be taken on the full amount of the invoice, unless otherwise indicated. The City shall be entitled to receive any discounts offered by Offeror, if payment is made within the discount period.

General Instructions

23. **Payment by City Procurement Card:** The Procurement Office may elect to remit payment through the use of a City procurement card. Each Offeror may indicate on the Vendor's Offer Page in this Request for Proposal its ability to accept City procurement card payments. The inability to accept payment by City procurement card will not disqualify a proposal.
24. **Code Governance:** Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
25. **Public Record:** Proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of Public Record available for review following the Contract award. Material portions of the recommended Offer(s) as determined by the City may be posted to the City's web site up to five (5) days prior to the City Council meeting.
26. **Late Responses:** The Offeror assumes responsibility for having the Proposal submitted on time via e-mail to the address shown on the front page of this RFP. Any Offers received after the Solicitation Due Date and Time shall not be considered and will be returned to the Offeror. The Offeror assumes the risk of any delay in the electronic processing of the supplier's e-mail through both parties (Supplier and City) networks. Offerors must allow adequate time to ensure that the e-mail is timely received by the City at the designated e-mail address. All times referenced are Tempe, Arizona local times. Respondents agree to accept the time and date that is recorded on the received e-mail as the official time. Any e-mail submissions that are timed at 3:01 or later on the schedule due date will be considered late and not considered. **It is critical to not wait until the last minute to press the send button for your submittal**
27. **Copying Responses:** The Offeror hereby grants the City permission to copy all parts of its Offer including, without limitation, any documents and/or materials copyrighted by the Offeror. The City's right to copy shall be for internal use in the evaluating the Offers.
28. **Confidential Information and Public Record:** After award of a Contract, proposals shall be available for public inspection, except to the extent that the withholding of information is required or permitted by law. Pursuant to A.R.S. § 35-214, and 41-1330 *et seq.*, all records relating to the Request for Proposal and Contract shall be subject to inspection at all reasonable times by the City for five (5) years after completion of the Contract. Such records shall be produced by Bidder or Contractor at the time and place designated by the City.
 - A. If a person believes that an offer or specification contains information that should be withheld as confidential, a statement advising the procurement officer of this fact shall accompany the submission and the information shall be so identified wherever it appears. A general statement of confidentiality that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.
 - B. The information identified by the person as confidential shall not be disclosed until the Procurement Office makes a written determination pursuant to A.R.S. § 121, *et seq.*
 - C. If the City determines to disclose the information, the Offeror shall be informed in writing of such determination. Notwithstanding the foregoing, following an award of Contract, all proposal response information shall be available for public inspection.

Standard Terms and Conditions

Please note that these Standard Terms & Conditions shall be fully complied with by Offeror. Failure to comply with these requirements may result in rejection of a proposal for non-responsiveness, or cancellation or termination of any awarded Contract.

1. **Applicable Law:** This Contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code as adopted in the State of Arizona, except as otherwise provided in this Request for Proposal and resultant Contract, and all statutes, or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.
2. **Arizona Climate Action Compliance:** Offeror shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. §49-101, *et seq.*, including but not limited to, Arizona Executive Orders Nos. 2006-13, 2005-02, and 2010-14 with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.
3. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of the Contract is contingent upon the availability of City, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the City or available for the continued use or purchase of services, work and/or materials set forth herein, the City may terminate the Contract. The City will use reasonable efforts to notify Contractor of such non-allocation affecting the obligations of the Contractor and/or City. The City shall not be penalized or adversely affected for exercise of its termination rights. Further, the City shall in no way be obligated or liable for additional payments or other damages as a result of such termination. No legal liability on the part of the City for any payment may arise for performance under this Contract.
4. **Certification:** By signing the "Vendor's Offer", the Offeror certifies:
 - A. The submission of the vendor's proposal Offer response did not involve collusion or other anti-competitive practices.
 - B. Offeror agrees that it will comply with section 2-603(5) of the Tempe City Code ("TCC"), and will not refuse to hire or employ or bar or discharge from employment any person or discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. Offeror further agrees to provide a copy of its antidiscrimination policy to the Procurement Officer to demonstrate compliance with TCC section 2-603(5) or attest in writing to its compliance in accordance with the attached Affidavit of Compliance.
 - C. 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. Failure to sign the "Vendor's Offer" or signing it with a false statement shall void the submitted proposal and any resulting Contract. In addition, the Offeror may be barred from future proposal and bidding participation with the City and may be subject to such further actions as permitted by law.
 - D. The Offeror agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request for Proposal and resultant Contract award. Violation of this condition shall be grounds for Contract termination by the City.
 - E. The Offeror expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq.*, and all laws, regulations, requirements and duties relating thereto. Offeror further warrants that to the extent permitted by law, it will fully indemnify the City for any and all losses arising from or relating to any violation thereof.

Standard Terms and Conditions

- F. Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.
- G. If Contractor engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842. Unless and until the U.S. District Court, District of Arizona's injunction is lifted, A.R.S. § 35-393.01 is unenforceable.
- H. Compliance with A.R.S. § 35-394. Contractor hereby certifies that it does not currently, and agrees for the duration of this Agreement, that Contractor will not, use: 1. The forced labor of ethnic Uyghurs in the People's Republic of China; 2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or 3. Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Contractor hereby agrees to indemnify and hold harmless the Customer, its officials, employees, and agents from any claims or causes of action relating to the Customer's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the Customer in defending such as action. During the term of agreement, Contractor shall alert the City within 5 days after becoming aware of its noncompliance with this statute and cure any noncompliance within 180 days after initial notification of noncompliance. Failure to cure in accordance with the provisions of this statute shall result in contract termination.
5. **Commencement of Work:** Contractor is cautioned not to commence any work or provide any materials or services under the Contract until and unless Contractor receives a purchase order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.
6. **Confidentiality of Records:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
7. **Termination for Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511. The City may cancel this Contract within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Contract for the City becomes an employee or agent of the Contractor.
8. **Contract Formation:** This Contract shall consist of this Request for Proposal and the vendor's proposal Offer submitted, as may be found responsive and approved by the City. In the event of a conflict in language between the documents, the provisions of the City's Request for Proposal shall govern. The City's Request for Proposal shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Offeror and the City are not applicable to this Contract or other resultant contracts. Any contracted vendor documents that conflict with the language and requirements of the City's solicitation are not acceptable and void the Contract.

Standard Terms and Conditions

9. **Contract Modifications:** This Request for Proposal and resultant Contract may only be modified by a written Contract modification issued by the Procurement Office and counter-signed by the Contractor. Contractors are not authorized to modify any portion of this solicitation or resulting Contract without the written approval of the Procurement Office and issuance of an official modification notice.
10. **Contract Administration:** Contractor must notify the designated Procurement Officer from the Procurement Office for guidance or direction on matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract. The Contract shall contain the entire agreement between the City and the Contractor and the Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.
11. **Cooperative Use of Contract:** Any Contract resulting from this solicitation shall be for the use of the City of Tempe.
In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tempe's Department of Procurement are eligible to participate in any subsequent Contract. Additionally, this Contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.mesaaz.gov/business/purchasing/save> for a listing of participating agencies. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others. Contractor shall be responsible for correctly administering this Contract in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.
12. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred with said fees and costs to be included in any judgment rendered.
13. **Energy Efficient Products:** The City may consider energy conservation factors including costs in the evaluation of equipment and product purchases for the purpose of obtaining energy efficient products. In addition, vendor proposal Offers may specify items that have been given an energy efficient classification by the federal government for consideration by the City.
14. **Billing:** All invoices submitted by Contractor for the City's review and approval shall be in itemized form to identify the specific item(s) being billed. Items must be identified by the name, model number, and/or serial number most applicable along with the correct unit cost. Any purchase/delivery order issued by the City shall refer to the Contract number resulting from this Request for Proposal. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request for Proposal will be accepted for review and approval by the City.
15. **Estimated Quantities:** This Request for Proposal references quantities as a general indication of the City's needs. The City anticipates considerable activity resulting from Contracts that will be awarded as a result of this Request for Proposal; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired, in its sole discretion. No commitment of any kind is made concerning quantities and Offeror hereby acknowledges and accepts same.

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16. Events of Default and Termination:

- A. In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from the receipt of the written notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide written notice of the default does not waive any rights under the Agreement. The occurrence of any one or more of the following events shall constitute a material breach of and default under the Contract.
- i) Any failure by Contractor to pay funds or furnish materials, services and/or goods that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;
 - ii) Any party's failure to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor or City herein, including but not limited to failing to submit any report required herein;
 - iii) Any failure to make progress in the performance required pursuant to the Contract and/or gives either party reason to believe that the other party cannot or will not perform to the requirements of the Contract; or,
 - iv) Any failure of Contractor to commence construction, work or services within the time specified herein, and to diligently undertake Contractor's work to completion.
- B. In the event the default has not been corrected to the non-defaulting party's satisfaction within the cure time specified, the non-defaulting party, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:
- i) Terminate the Contract;
 - ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract; and/or,
 - iii) Recover any and all monies due from Contractor, including but not limited to, the detriment proximately caused by Contractor's failure to perform its obligations under the Contract, or which in the ordinary course would likely result therefrom, including, any and all costs and expenses incurred by the City in: (a) maintaining, repairing, altering and/or preserving the premises (if any) of the project; (b) costs incurred in selecting and retaining a substitute Contractor for the purchase of services, materials and/or work; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising therefrom.
- C. The exercise of any one of the City's remedies as set forth herein shall not preclude subsequent or concurrent exercise of further or additional remedies. In addition, the City shall be entitled to terminate this Contract at any time, in its discretion. The City may terminate this Contract for default, non-performance, breach or convenience, or pursuant to A.R.S. § 38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by the Contractor.
- D. Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.
- E. The City, in its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.

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- F. Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made, and no written assurance is given within the time period required, the City may treat this failure as an anticipatory repudiation of the Agreement.
17. **Termination for Convenience:** The City at its sole discretion may terminate this Contract for convenience with thirty (30) days advance notice to Contractor. Contractor shall be reimbursed for all appropriate costs as provided for within the Contract up to the termination date specified.
18. **Force Majeure:**
- A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- B. Force majeure shall not include the following occurrences:
- i) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- ii) Late performance by a subcontractor.
- C. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, 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 by hand delivery or certified mail 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 the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.
19. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Contractor or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order.
20. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, or caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.
21. **Interpretation of Parole Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract, unless the signing of a subsequent

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Contract is specifically called for in this Request for Proposal. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

22. **Key Personnel:** Contractor shall provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract during the Contract term and any renewal periods. The Contractor must agree to assign specific individuals to the key positions.
- A. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without prior written notice to the City.
- B. If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall replace each person with personnel of substantially equal ability and qualifications upon prior City approval.
23. **Licenses and Permits:** Contractor shall maintain in current status and at its sole expense, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor and the provision of the services to be provided under the Contract.
24. **No Assignment:** No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City, which consent may be granted or withheld in City's unfettered discretion.
25. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

City of Tempe Procurement Office
Attn: Procurement Officer
20 E. 6th Street (Second Floor)
PO Box 5002
Tempe, Arizona 85280

[Contractor's Name]
[Attn of Offeror Named in Contract]
[Address]

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

26. **No Waiver:** No breach of default hereunder shall be deemed to have been waived by the City, except by written instrument to that effect signed by an authorized agent of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City. Acceptance by the City for any materials shall not bind the City to accept remaining materials, future shipments or deprive the City of the right to return materials already accepted. Acceptance by the City of delinquent or late delivery shall not constitute a waiver of a later claim for damages and/or bind the City for future or subsequent deliveries.
27. **Overcharges by Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and/or services used to fulfill the Contract.
28. **Performance Standards:** Equipment shall operate in accordance with the performance criteria specified in the Request for Proposal, including the manufacturer's published specifications applicable to the equipment involved.

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Equipment is expected to be available for productive use, as provided in the procurement documents. Penalties and/or bonuses applicable to equipment and system performance, if any, shall be calculated as specified in the Request for Proposal.

29. **Preparation of Specifications by Persons Other Than City Personnel:** No person preparing specifications for this Request for Proposal shall receive any direct or indirect benefit from the use of these specifications.
30. **Procurement of Recycled Materials:** If the price of recycled material that conforms to specifications is within five percent (5%) of the lower priced material that is not recycled and the recycled Offeror is otherwise the lowest responsive and responsible Offeror, the proposal containing recycled material shall be considered more advantageous; provided the item(s) to be obtained contains at least the minimum amount of recycled content material as defined in the City's solicitation and sufficient funds have been budgeted for the purchase.
31. **Provisions by Law:** Each and every provision of law and any clause required by law to be in this Contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract will forthwith be physically amended to make such insertion or correction.
32. **Public Record:** After award of Contract, proposal responses shall be considered Public Record and open for public inspection except to the extent the withholding of information is permitted or required by law. If an Offeror believes a specific section of its proposal response is confidential, the Offeror shall mark the page(s) confidential and 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 and the Procurement Office will review the material and make a determination, pursuant to A.R.S. §§ 39-121, *et seq.*, and 41-151, *et seq.* A general statement of confidentiality (boiler plate statement) that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.
33. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §§ 35-214 and 36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or Procurement Office.
34. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other party. The Contractor is an independent Contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Offeror. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
35. **Rights and Remedies:** No provisions of this Request for Proposal or in the proposal shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of the City to insist upon strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, shall not release the Contractor from any responsibilities or obligations imposed by the Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
36. **Safety Standards:** All items supplied on this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.
37. **Serial Numbers:** Proposals shall include equipment on which the original manufacturer's serial number has not been altered in any way. The City reserves the right to reject any and all equipment.

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38. **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.
39. **Specially Designated Nationals and Blocked Persons List:** Contractor represents and warrants to the City that neither Contractor nor any affiliate or representative of Contractor:
- A. Is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed. Reg. 49079 ("Order");
 - B. Is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s);
 - C. Is engaged in activities prohibited in the Order; or,
 - D. Has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.
40. **Time of the Essence:** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify the City using an acknowledgment of receipt of order and intent to perform without delay, for instruction. The City reserves the right to terminate this Contract and to hold Contractor liable for any cost of cover, excess cost(s) or damage(s) incurred as a result of delay.
41. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. All Offerors, Contractors and subcontractors shall honor this requirement at all times and failure to honor this requirement shall result in Contract termination and additional penalties. This requirement also applies to any and all persons, including those who maintain a concealed weapons permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.
42. **Warranties:** Contractor expressly warrants that all materials and/or goods delivered under the Contract shall conform to the specifications of this Contract and be merchantable and free from defects in material and workmanship, and of the quality, size and dimensions specified herein. This express warranty shall not be waived by way of acceptance or payment by the City, or otherwise. Contractor expressly warrants the following:
- A. All workmanship shall be finest and first-class;
 - B. All materials and goods utilized shall be new and of the highest suitable grade for its purpose; and
 - C. All services will be performed in a good and workmanlike manner. Contractor's warranties shall survive inspection, acceptance and/or payment by the City, and shall apply to the City, its successors, agents and assigns.

The Contractor agrees to make good by replacement and/or repair, at its sole expense and at no cost to the City, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the City, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to City's satisfaction within a reasonable period of time, City may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period for breach of contract actions or otherwise, or reduce or eliminate any legal or equitable remedies.

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43. **Work for Hire and Ownership of Deliverables:** Contractor hereby agrees and covenants that all the results and proceeds of Contractor's work and/or services for the Project specified herein, for Contractor and all of its agents, employees, officers and subcontractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, Contractor agrees and covenants that it shall be deemed to have assigned to the City all of its right, title and interests in such results, proceeds and content to the City, without limitation. Contractor agrees to indemnify and hold the City harmless from and against all claims, liability, losses, damages and expenses, including without limitation, legal fees and costs, arising from or due to any actual or claimed trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Contractor agrees to pay to defend any and all such actions brought against the City. Contractor's obligations hereunder shall survive acceptance by the City of all covenants herein as well as the term of the Contract itself.
44. **Non-exclusive Contract:** Any Contract resulting from this Request for Proposal shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source.
45. **Ordering Process:** Upon award of a Contract by the Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate Contractor. Each purchase order must cite the correct Contract number. Such purchase order is required for the City to order and the Contractor to deliver the material and/or service.
46. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.
47. **Delegated Awards:** In the event this Contract is administratively awarded via delegated authority as provided for in Section 26A-5 of the Procurement Ordinance, the Contractor acknowledges that a final Contract with the City of Tempe requires City Council approval and possibly the signature of the Mayor. Should this Contract be rejected by the City Council, Contractor agrees that it is immediately void and unenforceable against any party. The awarded firm(s) will be compensated only for any and all costs incurred up to the date of notification of such termination.

Special Terms & Conditions and Instructions

Proposals taking exception to Special Terms & Conditions and Instructions stated within this Request for Proposal may cause the Proposal to be considered nonresponsive and rejected.

1. **City Procurement Document:** This Request for Proposal is issued by the City. No alteration of any portion of this Request for Proposal by an Offeror is permitted and any attempt to do so shall result in vendor's proposal Offer being considered nonresponsive and rejected. No alteration of any portion of a resultant Contract is permitted without the written approval of the Procurement Office and any attempt to do so shall be considered a breach of the Contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, Contract termination and/or suspension of the Contractor.
2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires the vendor's proposal Offer in response to this Request for Proposal to be valid and irrevocable for 90 days after the proposal due time and date.
3. **Contract Type:** Term with justifiable price adjustments allowed, indefinite quantity.
4. **Term of Contract:** The term of the Contract shall commence on the date of award and shall continue for a period of two years (2) thereafter, unless terminated, canceled or extended as otherwise provided herein.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (120) days beyond the stated term. In addition, the City at its option may renew for supplemental terms of up to a maximum of six (6) additional years. The period for any single renewal increment shall be determined by the Procurement Office. Such increment shall not be for more than a period of two (2) years each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.
6. **Price Adjustment:**
 - A. The Procurement Office will review fully documented requests for price increases after the Contract has been in effect for two (2) years. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the Proposal and can be shown to directly affect the price of the item concerned. The Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the Procurement Office. After the City approves a price increase the Contractor shall not be eligible to receive an additional increase until two (2) years from the date of the last approved price increase.
 - B. Price increase requests must be acknowledged in writing by the Procurement Office before becoming effective. If not acknowledged within thirty (30) days, Contractor shall contact the Procurement Office to ensure the price increase request was received.
 - C. The Contractor shall offer any published price reduction or if applicable to the Contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit-sharing price advantage may be offered at any time during the term of an awarded Contract and shall become effective upon notice and acceptance. The City shall likewise be given any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.
7. **Multiple Awards:** The City has a large number and variety of potential customer departments. In order to ensure that any ensuing Contracts will allow the City to fulfill current and future requirements, the City reserves the right to award Contracts to multiple companies. The actual utilization of any Contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each Offeror.

Special Terms & Conditions and Instructions

8. Insurance:

- A. Insurance Required: Prior to commencing services under this Contract, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors. For Offerors with self-insurance, proof of self-insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of Contract.

A Contract Award Notice or Purchase Order will not be issued to the Contractor until receipt of all required insurance documents by the Procurement Office with such documents meeting all requirements herein. In addition, before any Contract renewal, all required insurance must be on file with the Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the Procurement Office or the award may be rescinded and another Offeror selected for award.

- B. Minimum Limits of Coverage: Without limiting any obligations or liabilities, the Contractor, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc., rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

- i. Minimum Limits of Insurance. Contractor shall maintain the following minimum limits:

a. Commercial General Liability

Commercial general liability insurance limit of not less than \$1,000,000 for each occurrence, with a \$2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Contract or the general aggregate shall be twice the required per occurrence limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office policy form CG0001 or its equivalent.

In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance. In addition, the retro date shall be no later than the start date of the contract. The retro date shall be disclosed on the certificate of insurance.

Such policy shall contain a "severability of interests" provision.

b. Worker's Compensation

The Contractor shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of services; and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

In cases when services are subcontracted, the Contractor will require the subcontractor to provide worker's compensation and employer's liability to at least the same extent as provided by Contractor.

Special Terms & Conditions and Instructions

c. Automobile Liability

Commercial business automobile liability insurance with a combined single life or bodily injury and property damages of not less than \$1,000,000 per accident regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor services. Coverage will be at least as broad as coverage Code 1 "any auto". Insurance Service Office policy form CA0001 Y87 or any replacements thereof. Such coverage shall include coverage for loading and unloading hazards.

- C. Additional Insured: The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance. The additional insured wording on the commercial general liability policy will be at least as broad as Insurance Services Office policy forms CG2010 04/13 edition and CG2037 04/13 edition or their equivalent. The additional insured wording on the automobile liability policy will be at least as broad as Insurance Services Office policy form CA 20 48 or its equivalent. This provision and the naming of the city as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).
- D. Coverage Term: All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted by the City. Failure to do so shall constitute a material breach of this Contract.
- E. Primary Coverage: Contractor's insurance shall be primary insurance to the City, and any insurance or self-insurance maintained by the City shall not contribute to it.
- F. Claim Reporting: Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.
- G. Waiver: The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the work or services of the Contractor.
- H. Deductible/Retention: The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be disclosed by the contractor and shall not be applicable with respect to the coverage provided to the City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and the City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- I. Certificates of Insurance: Prior to commencing work or services under this Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.
- J. Copies of Policies: The City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

Special Terms & Conditions and Instructions

9. **Professional Liability:** The Contractor shall maintain professional liability insurance covering errors and omissions arising out of the services performed by the Contractor and/or any person(s) employed by it, with an unimpaired limit of not less than \$1,000,000 each claim and \$1,000,000 all claims. In the event the insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of services as evidenced by annual certificates of insurance provided by Contractor to the City. In addition, Contractor shall maintain property coverage on an all-risk, replacement cost basis in an amount established by the City with valuable papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of the Contractor used in the completion of this Contract.
10. **Liability and Criminal Disclosure of Contractor and Subcontractor Personnel:** Prior to assignment to a City facility, Contractor shall declare any knowledge of employee criminal history status involving the following:
- Any drug offense
 - Any felony offense
 - Any offense involving assault or threats of violence
 - Any theft, fraud or financial crimes offense
 - Any arson offense
 - Any sexual misconduct offense
 - Any offense of misconduct involving a deadly weapon

If information is developed that an employee has been convicted of any of the previously stated offenses, or is the subject of an outstanding arrest warrant, the Contractor shall remove the employee from performing work for the City. Contractors or their subcontractors may be liable for their employees' misconduct if they were negligent in selecting or retaining the employee. Contractors or their subcontractors may be liable if the tasks assigned to an employee are non-delegable.

Scope of Work

Program Management and Implementation Services to Operationalize SCADA Master Plan

Purpose:

The purpose of this Request for Proposal (RFP) is to develop long-term agreements with a short list of qualified firms to provide Program Management and Implementation Services to operationalize the Municipal Utilities Department, Water utilities Division's (City) Supervisory Control and Data Acquisition (SCADA) Master Plan. The City anticipates this work to be accomplished over several phases covering an eight-year timeframe that will allow the City to plan, fund and implement the identified SCADA Master Plan projects. The short-listed consultants will lead this effort by providing the necessary expertise, experience, and resources to perform these services that will operationalize the SCADA Master Plan.

Background:

The City of Tempe municipal water system established in 1902 has provided water and wastewater services for more than a century. In that time the Water Utility's focus was centered on assuring Tempe rate payers safe and reliable water and wastewater services. Through this commitment the City has proven to continually advance operational control, system resiliency and regulatory oversight. For the past 30 years the City has utilized an electronic Supervisory Control and Data Acquisition (SCADA) program to improve distribution system and treatment facility automation while increasing monitoring capabilities for compliance reporting. The City's obligation to provide effectual services to our rate payers requires continual development of improved control and oversight platforms. Over the past two decades the City has developed multiple long-term Master Plans to address new and increasing environmental compliance standards and meet user expectations for water service. These plans have also led to continual improvements in conveyance system capability, safety, monitoring, control communications, data acquisition and reporting. The current SCADA Master Plan was developed for the City within the past 2 years and provided a baseline study of physical resources and the Utility's cyber security risk. This plan also included a series of in-depth workshops to develop immediate needs, cyber-resiliency, and a direction for continual SCADA improvements. This RFP intends to obtain an on-call list of qualified consultants to assist with program management and implementation of the ongoing SCADA Master Plan.

Program Manager Scope:

From this RFP process, the City will select a firm to provide Program Management services throughout the eight year planned implementation time frame. The purpose of the Program Management services is to provide technical and management support to the City for the implementation of the Master Plan projects. The initial phase after contract award, will include the implementation of five of the 30 Master Plan projects as identified on Attachment A titled SCADA Master Plan Projects and shown below:

- Project ID 6 – Industrial DMZ Implementation
- Project ID 7 – Cellular Design and Implementation (4G Design and Implementation of Remote Sites)
- Project ID 9 – Data Sharing Design/Implementation
- Project ID 16 – Network Improvements Design/Implementation (JGMWTP)
- Project ID 17 – Network Improvements Design/Implementation (STWTP)

The Program Manager will be responsible for the coordination and management of the implementation of all projects including those listed above.

The Program Manager will be responsible for the following tasks:

1. Program Kickoff Meeting – The Firm will prepare and coordinate a kickoff meeting to initiate the project. This meeting will include review of the project approach, scope, and project schedule with City stakeholders including staff from Water Utilities, Information Technology, and Procurement.

Scope of Work

- a. Prior to the formal kickoff meeting, the Firm will prepare content and materials to be used throughout the Program for City review and feedback.
 - b. The Firm will develop a detailed plan for program execution. This will include regular deliverables, expectations for the program, alignment with City approval workflows, and communication protocols.
2. Conduct Biweekly Program Progress Meetings – The Firm will facilitate bi-weekly progress meetings with key City staff. During these progress meetings, the team will:
 - a. Discuss program progress and determine the short (24 months) and long (8 years) term needs of the program to achieve objectives on schedule. This will include such things as procurement, RFP development, contractor/consultant outreach, and technical advisory services as described below.
 - b. Meet in person or virtually to review project status, including work completed during the latest report period, work anticipated to be completed during the next reporting period, identified problems/issues that could affect project budget/expenditures and/or schedule, outstanding issues to be resolved, and outstanding action items.
 - c. Addition of milestones and expected compliance efforts for review processes including forms required for obtaining support from the City Information Technology Department (GAPP (Gap Analysis Project Proposal); TISC (Technology and Innovation Steering Committee) and CAB (?) documents).
 - d. Review of previously submitted GAPPs as needed
 - i. This work will be conducted in partnership with a City IT Solutions Architect and key City staff as identified in the Kickoff Meeting.
 - ii. The Firm will support City leadership with preparation for internal review meetings.
3. Developing Program Progress Reports – The Firm will develop templates for program progress reports. Reports will be provided with each progress meeting. The team will review the status of current and upcoming projects. This will include a summary of design milestones and related review of submittals, requests for information, and design documents. This includes presentations on the program to City leadership.
4. Monitoring and Managing the Program Budget and Schedule – The firm will review the program wide budget and schedule and provide updates during each progress meeting.
5. Technical Advisory Services – Provide technical review and support during project re-scoping sessions to address technical challenges and maintain alignment with strategic directives and NIST Cybersecurity Framework (CSF) framework.
6. Quality Control – Internal QA/QC will be performed for program deliverables prior to final submission to the City.
7. Program Closeout – the Firm will conduct final project closeout activities, including final document delivery and final progress report. The Firm will provide a comprehensive review of program accomplishments and high-level plans for future implementation of the program.

Implementation Services Scope:

The City shall select a short list of qualified firms to be available for Implementation Services for any of the identified 30 SCADA Master Plan Projects. The firm selected to be the Program Manager may also be available to perform Implementation Services for any of these projects as determined by the City. As indicated above, over the initial 18 to 24 months, the City plans to initiate five specific projects from this list for implementation. The balance of the projects will be

Scope of Work

prioritized and approved over the remaining 6 to 8 years of the contract. The City reserves the right to seek proposals from more than one short listed provider for any specific implementation project.

Consultant's Qualifications:

The consultant team shall possess the necessary education, credentials, certifications, and general experience to support the successful completion of the City's scope of services. It is preferred that the Offeror shall have been engaged for at least the past five (5) years in providing services as listed in this RFP. Offeror shall demonstrate a high level of knowledge and expertise within the SCADA industry including Program Management and Implementation Services. Experience having completed similar SCADA Master Plan Program Management and Implementation Services work is preferred.

Proposal Questionnaire

“Return this Section with your Response”

Questionnaire responses and supporting documentation provided will be used to evaluate the proposal. In order to evaluate an Offeror’s overall experience and competence to perform the Scope of Services described herein, the City may rely on additional resources beyond the information provided. Please utilize the response tables as provided below. The tables will expand as content is inputted. The firm may opt to develop this section within a traditional narrative format with the caveat that it must follow in the same sequence as noted below with each question listed as a header.

	Question	Response
1.	Provide narrative on the firm’s background include date of origin, business formation, location of office(s), number of employees, description of the services provided, specializations, industry recognitions, etc.	
2.	Provide the name and contact information for the key contact person for this proposal.	
3.	Identify what category of service your firm is offering – Program Manager or Implementation Services provider or both	
4.	Provide a detailed experience profile of your firm dealing with SCADA services to include the number of years performing similar SCADA Master Plan services, total number of similar type of projects completed or in process to be completed, etc. Please identify if these services were related to Program Management or Implementation Services.	
5.	Provide three references where you have provided similar SCADA Master Plan services to include client name, contact person, phone number, E-mail, date work was started and completed; and brief description of work performed.	Reference 1:
		Reference 2:
		Reference 3:
6.	Identify the person who will assume the role of Project Manager for this work who will be responsible for managing all aspects of work provided by the firm. Please submit background information on this person to include summary of qualifications and	

Proposal Questionnaire

“Return this Section with your Response”

	experience (resume may also be included). Include the following: • Project Manager Name • Office Phone Number • Cell Phone Number • E-mail Address	
7.	Identify all other key personnel who will be involved on this project including any sub-consultants and identify the specific responsibilities they will perform as part of this project. Also, provide brief narrative on each of these individuals to include professional credentials/qualification and experience performing similar services and any specialized expertise they possess, etc.	
8.	Provide a statement specifically addressing the firm's ability and willingness to commit and maintain the staffing proposed above to successfully complete the project	
9.	For the Program Manager role, please describe the method of approach proposed to include how the firm will perform the Scope of Services section along with any suggestions for modifications to the scope that will add value to the delivered project.	
10.	For the Implementation Services role, describe the typical method of approach to be utilized in executing Master Plan projects.	
11.	Does the firm agree with all terms and conditions of this RFP? If no, please describe any specific exceptions.	Yes ____ No ____
12.	Does the firm agree to provide the insurance coverages as stated in Special Terms and Conditions, Paragraph 10 and 11?	Yes ____ No ____
13.	Describe any additional qualifications, expertise, or value-added services that your firm will provide under resultant contract.	
14.	Has your company ever defaulted on a similar type of contract?	Yes ____ No ____ If yes, please explain:
15.	Has your company declared any form of bankruptcy within the last five (5) years?	Yes ____ No ____ If yes, please explain:
16.	Has there been any recent (within the past three (3) years) or current legal (criminal or civil) action against your company regarding the furnishing of similar services?	Yes ____ No ____ If yes, explain nature of the legal action (attachment may be used).

Proposal Questionnaire

“Return this Section with your Response”

17.	Describe any requirements or support that you will expect from City staff to ensure success.	
18.	Describe any specific SCADA Program Management and SCADA Project Management that your firm has expertise in developing and discuss other projects where this service was utilized.	
19.	Describe your experience managing and implementing Consequence-driven, Cyber-informed Engineering (CCE) projects.	
20.	Please explain why your firm is best suited to be selected as Program Manager and/or Implementation Services provider for the operationalization of the City's SCADA Master Plan.	

Evaluation Criteria

Proposals will be reviewed by an Evaluation Committee consisting of City staff using the criteria and process outlined below.

Evaluation Process

1. The Procurement Office will verify that all proposals meet the requirements to be considered responsive. Responses that do not comply with any mandatory requirements will be considered non-susceptible for award and not forwarded to the Evaluation Committee for scoring.
2. The Evaluation Committee will review and score all responsive proposals and rank them based on the committee's scores. Any proposals determined to score outside of the competitive range may be removed for non-susceptibility. Remaining Offerors may be invited for interviews, negotiations, site visits and best and final offers as determined at the sole discretion of the City.

It is important to note that firms may be removed for non-susceptibility anytime during the evaluation process and not just at the specific points noted above.

	Award Criteria	Weight	X	Rating	=	Points
1.	Qualifications of Key Personnel - Qualifications and credentials of key personnel and sub-consultants to include education, certifications, licenses, professional affiliations, and related experience, etc.	20	X	_____	=	_____
2.	Experience of Firm – The overall experience of the firm in performing similar services and ability to demonstrate a level of competency in performing similar projects to include reference reviews.	35	X	_____	=	_____
3.	Pricing – The overall pricing (hourly rates) offered to perform services.	20	X	_____	=	_____
4.	Method of Approach - The ability of the firm to provide a comprehensive and quality-based method of approach that identifies the scope of services elements and creates confidence in the ability of the firm to successfully perform services.	20	X	_____	=	_____
5.	Responsiveness – The overall quality of submittal and ability of firm to provide all information requested as well as compliance with RFP terms and conditions	5	X	_____	=	_____
			Sub Total		=	_____
6.	Interviews, if conducted	250 points				

This proposal will be evaluated on a cumulative point system using the rating scale shown below (fractional points may be selected within this range).

Scoring

<i>Outstanding</i>	9 - 10
<i>Good</i>	6 - 8
<i>Average</i>	4 - 5
<i>Poor</i>	1 - 3
<i>Not Addressed or Unacceptable</i>	0

Evaluation Criteria

To evaluate the cost portion of the above criteria, the City may elect to evaluate each firm on a percentage basis of the lowest cost offer. The formula would be: $(\text{Lowest Priced Offer} / \text{Evaluated Firm's Price}) \times \text{Points Possible} = \text{Evaluation Points}$.

Pricing Section

“Return this Section with your Response”

Firms shall provide the hourly rates for the various personnel who will be assigned to this project. The City reserves the right to convert the hourly rates to a lump sum fee once the parties discuss and agree on specific scope of services phases. Hourly rate fees shall be inclusive of all costs including services and travel related expenses:

ITEM NO.	Indicate the Various Positions to be Utilized on this Project	Hourly Rate
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$
6.		\$
7.		\$
8.		\$
9.		\$
10.		\$
	Detail any other fees or expenses that would be related to the scope of services.	

* Applicable Tax ____ %

* State correct jurisdiction to receive sales tax on the Vendor's Offer, included in this Request for Proposal.

Pricing Section

“Return this Section with your Response”

Less prompt payments discount terms of ___ % ___ days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

Ordering and Invoice Instructions

Invoices shall be issued directly to the ordering department. Invoices shall be accurate and complete including the information shown below. Failure to provide a properly documented invoice may cause a delay in receipt of payment. The City will not process an invoice for payment until it has been approved by the ordering department and forwarded to Accounts Payable. The City endeavors to process invoices within 30 days after receipt of an accurate and complete document.

Invoices shall include:

1. Line item listing of all ordered items to include description of items;
2. Unit cost and extended cost for each line item;
3. Applicable Tax;
4. Payment Terms;
5. Purchase Order Number;
6. Name of selling organization clearly stated on invoice along with address;
7. Phone number and or e-mail address for contact person to clarify invoicing questions;

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to process payments via check or P-Card.

Accounting Contacts:

Carey Alf

Carlene Foster

Yesenia Loreda Flores

Letters A – H and Numbers

Letters I – Z

General AP Inquiries and AP Checks

Point of Contact Pre-Award – Any and all questions from RFP issuance to RFP award shall be as follows:

Michael Greene
Procurement Administrator
480-350-8516
Michael_Greene@tempe.gov

Point of Contact Post Award for Scheduling, Invoice, Site Visits and Questions

Greg Humphries
Control Center Supervisor
(480) 350-2628 Office
(480) 797-4190 Cell
Greg_Humphries@tempe.gov

Erich Bonz PE
Senior Civil Engineer
480 350 5827 Office

Pricing Section

“Return this Section with your Response”

480 518 3529 Cell
Erich_Bonz@tempe.gov

Vendor's Offer

"Return this Section with your Response"

Offeror must complete, sign and submit this form to the Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response, and/or a materially incomplete response will be considered nonresponsive and rejected. Offeror is to type or legibly write in ink all information required below. A scanned copy of this page is acceptable.

Company Name: _____

Company Purchase Order Mailing Address:

Street Address: _____

City, State, Zip: _____

Contact Person: _____ Phone Number: _____

E-mail Address: _____ Cell Number: _____

Remit to Information

Company Name (as it appears on invoice): _____

Company Payment Remit to Address:

Street Address: _____

City, State, Zip: _____

Company Tax Information

If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.: _____

Payment Options

Will your company accept the City's Master Card for payment?

Yes

☐

No

☐

Will your company accept Payment via ACH (Automated Clearing House) for payment?

Yes

☐

No

☐

THIS PROPOSAL IS OFFERED BY

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

Signature of Authorized Offer

Date

Print or Type Name of Authorized Individual

Title of Authorized Individual

Anti-Discrimination Policy

“Return this Section with your Response”



COMPLIANCE WITH CITY’S ANTIDISCRIMINATION ORDINANCE NO. 02016.25

The Tempe City Council approved Ordinance No. 02016.25 that requires vendors who are being recommended for award to provide evidence of their compliance with the City’s antidiscrimination policy as shown below:

Sec. 2-601. Policy.

It is declared to be the policy for the citizens of Tempe, Arizona, to be free from discrimination in public accommodations, employment, and housing, and contrary to public policy and unlawful to discriminate against any person on the basis of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, in places of public accommodation, employment, and housing; and contrary to the policy of the city and unlawful for vendors and contractors doing business with the city to discriminate, as set forth in this article.

Sec. 2-603. Unlawful Practices.

The following shall constitute a violation of this article:

For a city vendor or city contractor, because of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges or employment. City vendors and contractors of fifteen (15) or more employees shall provide a copy of its antidiscrimination policy to the Procurement Officer to confirm compliance with this article. Employers having fourteen (14) or less employees may attest in writing to compliance with this article.

Vendor Requirements

Vendors who have fifteen (15) or more employees shall include with their bid/proposal submittal a copy of its antidiscrimination policy that must mirror the City’s policy as stated above. Suppliers who have fourteen (14) or less employees may include their antidiscrimination policy or complete a written affidavit of compliance per the attached.

To be completed by responding company and returned with submittal:

- _____ Our company has 15 or more employees and has included its antidiscrimination policy that mirrors the City’s policy;
- _____ Our company has fourteen (14) or less employees and is attaching the signed AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE CHAPTER 2 ARTICLE VIII SECTION 2-603(5).

Please include this document along with the company’s antidiscrimination policy or the completed affidavit with offer submittal

Anti-Discrimination Policy

"Return this Section with your Response"



Only complete this document if you have 14 or less employees.

AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE

CHAPTER 2 ARTICLE VIII SECTION 2-603(5)

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

_____ Current copy of antidiscrimination policy attached

OR

_____ I hereby certify _____ (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

Signature

Date: _____

Print Name

Title

Company

Affidavit of Compliance with House Bill 2488

"Return this Section with your Response"



AFFIDAVIT OF COMPLIANCE WITH HOUSE BILL 2488

SUPPLIER AGREES TO NOT USE THE FORCED LABOR OF ETHNIC UYGHURS IN THE PEOPLE'S REPUBLIC OF CHINA

Per House Bill 2488 approved by the Arizona Legislature, this law stipulates that a public entity may not enter into or renew a contract with a company for the acquisition or disposition of supplies, services, goods, information technology or construction unless the contract includes written certification that the company does not currently, and agrees for the duration of the contract that it will not, use:

- The forced labor of ethnic Uyghurs in the People's Republic of China;
- Any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- Any suppliers, contractors or sub-contractors that use the forced labor of any services or goods produce by the forced labor of ethnic Uyghurs in the People's Republic of China

Based on the above, the supplier certifies:

I hereby certify _____ (contractor/vendor) to be in compliance with Arizona House Bill 2488

Signature

Date

Print Name

Title

Company

Supplier Sustainability Questionnaire

“Return this Section with your Response”

The City of Tempe is strongly committed to sustainable practices and programs that help build a vibrant and resilient community. The City accomplishes this through a variety of innovative programs, including water and energy conservation, recycling, composting, alternative transportation, sustainable business practices and environmental stewardship. Tempe recently established its 2019 Climate Action Plan (CAP) that provides a guideline for how the City will take local action on global climate change by reducing its greenhouse gas (GHG) emissions and adapting to the changing climate. The Climate Action Plan serves as a guideline for the City's path toward a sustainable and resilient future that will benefit the entire City. The City has strengthened its commitment to sustainability by adopting a new carbon neutrality goal by 2050 and a strategy of sourcing 100 percent of its electricity from renewable sources by 2035. To learn more about the City's commitment to sustainability, please visit <https://www.tempe.gov/government/sustainable-tempe>.

To further this commitment, the City has developed a Sustainable Procurement Policy that provides specific guidelines for how these important sustainable practices and programs will be reflected in contract award decisions. By partnering with companies who share these sustainability goals, the City will be able to significantly enhance sustainable outcomes.

To support these efforts, the following Supplier Sustainability Questionnaire has been developed that will allow the City to better understand your company's efforts and commitments regarding sustainable practices and initiatives. This questionnaire has two sections – a section to understand what your company is doing regarding sustainable actions and a section to understand the specific sustainable attributes of the product or service that you are offering.

Item	Question	Response
Corporate Sustainable Actions		
1.	What sustainability guidelines or environmental statement does your company have to guide the company as a whole? Please include a link.	
2.	What is your company doing to be more energy efficient?	
3.	What is your company doing to reduce greenhouse gas emissions?	
4.	What is your company doing to reduce waste transferred to landfills?	
5.	What is your company doing to reduce water waste?	
6.	What kind of effort does your company make to reduce the use of environmentally harmful materials (<i>such as cleaning products, etc.</i>)?	
7.	Does your company take any actions to manage the sustainability of your supply chain? If yes, please explain.	
8.	Has your company received any environmental or sustainability related independent certifications or recognitions? If yes, please explain.	

Supplier Sustainability Questionnaire

“Return this Section with your Response”

Item	Question	Response
Product Sustainable Attributes		
1.	Has your company performed an environmental life cycle analysis on the product being offered the City? If yes, please provide documentation	
2.	Can the product being offered be refurbished, recycled, or composted at the end of its life? If yes, please elaborate	
3.	Does the product being offered include any recycled materials? If yes, please explain.	
4.	What measures have been taken to reduce unnecessary packaging materials associated with the product being offered?	
5.	What kind of reusable, recyclable, and/or compostable packaging materials does your company use?	
6.	Has the product being offered been rated or certified by a third-party organization such as Energy Star, Green Seal, Leadership in Energy and Environmental Design (LEED), Forest Stewardship Council, etc.? If yes, please provide certification documentation.	
7.	Please provide any additional information you would like to share regarding your product's sustainable attributes.	

Please find some helpful links below that will provide additional information, tools and resources regarding sustainable practices:

Greenhouse Gas Calculators:

<https://www.epa.gov/energy/greenhouse-gases-equivalencies-calculator-calculations-and-references>

Sustainable Packaging:

<https://www.epa.gov/smm/sustainable-packaging>

<https://www.epa.gov/facts-and-figures-about-materials-waste-and-recycling/containers-and-packaging-product-specific-data>

Cleaning Products:

<https://www.epa.gov/saferchoice>

Tool to Measure and Track your Waste and Recycling:

<http://www.epa.gov/smm/wastewise/measure-progress.htm>

Water Conservation:

<http://water.epa.gov/polwaste/nps/chap3.cfm>

Checklist for Submittal

The following checklist has been provided to assist you in submission of your offer.

This list should not be considered complete, other information or documents may be necessary as part of your submission.

The items listed are the primary documents and information that must be completed and/or included with your proposal.

Please include any additional information or documents that will clarify your submittals.

This document has been issued in Word format to allow the responding firm the ability to provide requested information, answer questions and provide pricing within the actual document.

Description		Included √
1.	One signed and completed copy of the Proposal response – only sections marked “Return this Section with your Response” are required but you may include supplemental materials you believe necessary to clarify your submittal.	
a.	Signed and Completed Vendor's Offer Form	
2.	Due to the COVID Virus, please submit a single e-copy of the signed and completed proposal. The City's e-mail is capable of accepting up to a 10MB attachment. Please try and keep the proposal under this size limit. However, if you need to exceed 10MB, please break the proposal up into two sections and e-mail in two separate messages clearly indicating the solicitation number on the subject line and denoting Part 1 and Part 2 response. We will be unable to accept any hard copies of the proposal so please e-mail the response as noted above. <u>It is critical to not wait until the last minute to press the send button for your submittal</u>	
3.	Proposal Questionnaire	
4.	Pricing Section	
5.	If company has 14 or less employees include a signed and completed Affidavit of Compliance with Tempe City Code Chapter 2 Article VII Section 2-603(5) (form attached)	
6.	If company has 15 or more employees include a copy of its anti-discrimination policy	
7.	Affidavit of Compliance with House Bill 2488	
8.	Signed Addenda (if applicable)	
9.	Supplier Sustainability Questionnaire	

Alert – If you received this solicitation via a third-party plan-holder company and did not directly download it from the City of Tempe's Procurement home page you might not have received any addendums that were published during the bidding period. To ensure you are notified of addendums it is critical that you download this solicitation from the City's web site per the below link:
<https://bids.tempe.gov/>

Attachment A

Attachment A – SCADA MP Project List



Attachment A
SCADA MP Project Li

Attachment B

Attachment B - SCADA Master Plan Project List without Budget or Duration Estimates



Attachment B
SCADA Master Plan |

Addendum to Solicitation



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

Issue Date: 12/28/2022

This addendum will modify and/or clarify: Solicitation No.: 23-107

and is Addendum No.: 1

Procurement Description: Program Management and Implementation Services to Operationalize SCADA Master Plan

The RFP Due Date and Time is extended from December 29, 2022, to January 6, 2023. The Proposal Opening Time remains unchanged at 3:00 P.M. Local Arizona Time.

The following questions have been submitted with the City's response in italics:

1. Has an automation platform already been chosen for the SCADA hardware and software? If so, what is the chosen automation hardware and software platform?

The City of Tempe is currently using CITECT as their SCADA Human Machine Interface (HMI) and is standardized on Allen Bradley equipment for their PLC. As part of the SCADA Master Plan 2021, there was a recommendation of Inductive Automation Ignition, but not final decision or RFP for software purchase has been made.

2. Can we receive a copy of the City of Tempe SCADA Master plan dated December 2021?

We can provide a printed copy of the SCADA Master plan to be reviewed in person at COT facilities, due to the sensitive information found with the SCADA MP an electronic copy cannot be provided. If interested, please contact Michael Greene at 480-350-8516 or e-mail at Michael_Greene@tempe.gov to arrange a time for viewing.

3. Is there a requirement to be a manufacture certified Integrator for any of the implementation phases for any of the automation platforms?

Resumes of staff providing integrator services detailing experience should be included in the proposal response including any available certifications, and prior to work being performed applicable Manufacturer Certified Integrator certifications will be requested to be in place.

4. Because the list of projects are heavy on the OT side, is there a requirement to have Cisco Network certifications as well as Cyber security certifications?

Resumes of staff providing Network or Cyber security related services detailing experience should be included in the response including any available certifications, and prior to work being performed applicable Cisco Network Certifications and applicable Cyber Security Certifications will be requested to be in place.

There are no other changes at this time.

Please ensure that you sign and submit this addendum by the revised solicitation due date.

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

Name of Company

By – Name and Title (Please Print)

Email Address

Telephone

City State Zip

Authorized Signature

Addendum to Solicitation



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

Issue Date: | 01/06/2023

This addendum will modify and/or clarify: | Solicitation No.: | 23-107

and is | Addendum No.: | 2

Procurement Description: | Program Management and Implementation
Services to Operationalize SCADA Master
Plan

The RFP Due Date and Time is extended from January 6, 2023, to January 13, 2023. The Proposal Opening Time remains unchanged at 3:00 P.M. Local Arizona Time.

There are no other changes at this time.

Please ensure that you sign and submit this addendum by the revised solicitation due date.

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

Name of Company

By – Name and Title (Please Print)

Email Address

Telephone

City State Zip

Authorized Signature



4505 E Chandler Boulevard
Suite 230
Phoenix AZ 85048

602.337.6110 phone
530.756.5991 fax
westyost.com

April 4, 2023

SENT VIA: EMAIL

Michael Greene
City of Tempe
Financial Services Department
Mail Stop 02-5
PO Box 5002
Tempe, AZ 85280-5002

SUBJECT: Second (2ND) Best and Final Offer to RFP 23-107 for SCADA Master Plan Implementation Program Management Services

Dear Mr. Greene:

West Yost is pleased to submit this second (2nd) best and final offer to RFP 23-107 to the City of Tempe Municipal Utilities Department, Water Utilities Division (City) for SCADA Master Plan Implementation Program Management Services. Our team (OTCR) is looking forward to assisting the City with planning and implementation of this important Program.

BACKGROUND

The recently completed SCADA Master Plan developed for the City utility systems includes program management for the duration of the SCADA Master Plan implementation. The purpose of Program Management services is to provide technical and management support to the City for the implementation of the Master Plan projects.

The eight-year Implementation program presented in the SCADA Master Plan included a recommended program management budget. This scope includes services for the first 18 months of the program, after which the City will determine if additional support is required. The focus of the program management for this effort will focus on the coordinating and managing the implementation of the following projects as identified in the SCADA Master Plan.

- Project ID 6 - Industrial DMZ Implementation
- Project ID 7 – Cellular Design and Implementation (4G Design and Implementation of Remote Sites)
- Project ID 9 - Data Sharing Design/Implementation
- Project ID 16 - Network Improvements Design/Implementation (JGMWTP)
- Project ID 17 - Network Improvements Design/Implementation (STWTP)

Task 1 – Program Management is the key task necessary to perform this proposed Scope of Services and is further described below:

SCOPE OF SERVICES

Task 1. Program Management

The implementation of the SCADA Master Plan is a complex engagement that requires technical and project management capabilities. West Yost staff will kick off the program and manage the program, including:

Task 1 Program Management Work Activities:

- **Program Kickoff Meeting** – West Yost will prepare and coordinate a kickoff meeting to initiate the project. This meeting will include review of the project approach, scope, and project schedule with key City leadership.
 - Prior to the formal kickoff meeting, the project team will prepare content and materials to be used throughout the Program for City review and feedback. City in this context includes Water Utilities Department staff and Information Technology (Network Ops, Security staff, Project Management, Purchasing).
 - The project team will develop a detailed plan for program execution. This will include regular deliverables, expectations for the program, alignment with City approval workflows, and communication protocols.
- **Conduct Biweekly Program Progress Meetings** – West Yost will facilitate bi-weekly progress meetings with key City staff. During these progress meetings, the team will:
 - Discuss program progress and determine the short (18 months) and long (7 years) term needs of the program to achieve objectives on schedule. This will include such things as procurement, RFP development, contractor/consultant outreach, and technical advisory services as described below.
 - Meet in person or virtually to review project status, including work completed during the latest report period, work anticipated to be completed during the next reporting period, identified problems/issues that could affect project budget/expenditures and/or schedule, outstanding issues to be resolved, and outstanding action items.
 - Addition of milestones and expected compliance efforts for review processes including forms required for obtaining support from the City Information Technology Department (GAPP, TISC, and CAB documents)
 - Review of previously submitted GAPPs as needed
 - This work will be conducted in partnership with a City Solutions Architect and key City staff as identified in the Kickoff Meeting.
 - The project team will support City leadership with preparation for internal review meetings.
- **Developing Program Progress Reports** – West Yost will develop templates for program progress reports. Reports will be provided with each progress meeting. The team will review the status of current and upcoming projects. This will include a summary of design milestones and related review of submittals, requests for information, and design documents. This includes presentations on the program to City leadership.

- **Monitoring and Managing the Program Budget and Schedule** – West Yost will review the program wide budget and schedule and provide updates during each progress meeting.
- **Technical Advisory Services** – Provide technical review and support during project re-scoping sessions to address technical challenges and maintain alignment with strategic directives and NIST Cybersecurity Framework (CSF) framework.
- **Quality Control** – Internal QA/QC will be performed for program deliverables prior to final submission to the City.
- **Program Closeout** – West Yost will conduct final project closeout activities, including final document delivery and final progress report. The project team will provide a comprehensive review of program accomplishments and high level plans for future implementation of the program.

Task 1 Project Management Work Activities:

This task includes routine project management activities to monitor and control the contract between West Yost and the City. The objective of these activities is to track work progress and expenditures through proactive communications.

Task 1 Assumptions

- Project update meetings will be held biweekly with key project team members.
- A West Yost staff member will be available to join the biweekly meeting in person, as needed.
- The kickoff meeting will be conducted in-person and will be up to two hours in duration.
- The City will provide a list of current and proposed projects with key City staff (e.g. project managers) identified.
- City staff will be available to attend meetings.
- All City stakeholders will be available for a quarterly progress meeting held at the normal weekly time.

Task 1 Deliverables

- Kickoff meeting facilitation materials.
- Weekly progress meeting facilitation materials.
- Program Update

PROJECT BUDGET AND SCHEDULE

West Yost's proposed budget for the task described above is shown in Table 1. West Yost will perform the Scope of Services described above on a time and expenses basis with a not-to-exceed budget as shown below in Table 1, billed at rates according to the attached 2023 Billing Rate Schedule (Attachment A). Any additional services not included in this Scope of Services will be performed only after receiving written authorization and a corresponding budget adjustment. Please see Attachment B - Project schedule.

Table 1. Estimated Project Hours and Budget		
Task	Level of Effort, hours	Estimated Budget, dollars
Task 1. Program Management	1,305 hrs	\$385,888.96
Total	1,305 hrs	\$385,888.96

Thank you for providing West Yost with the opportunity to support the City Water Utilities Division. We look forward to working with you and your team on this important project. Please call if you have any questions.

Sincerely,
WEST YOST



Dan Groves
Engineering Manager



Greg Smith, PE
Project Manager

Attachments:

- A. West Yost 2023 Billing Rate Schedule
- B. Project Schedule



Attachment A

West Yost's 2023 Billing Rate Schedule

2023 Billing Rate Schedule

(Effective January 1, 2023 through December 31, 2023)*



POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	\$338
Engineer/Scientist/Geologist Manager I / II	\$319 / \$334
Principal Engineer/Scientist/Geologist I / II	\$288 / \$307
Senior Engineer/Scientist/Geologist I / II	\$259 / \$272
Associate Engineer/Scientist/Geologist I / II	\$215 / \$231
Engineer/Scientist/Geologist I / II	\$173 / \$201
Engineering Aide	\$101
Field Monitoring Services	\$125
Administrative I / II / III / IV	\$92 / \$115 / \$138 / \$152
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$332 / \$334
Principal Tech Specialist I / II	\$305 / \$315
Senior Tech Specialist I / II	\$279 / \$291
Senior GIS Analyst	\$252
GIS Analyst	\$239
Technical Specialist I / II / III / IV	\$178 / \$203 / \$228 / \$254
Technical Analyst I / II	\$128 / \$152
Technical Analyst Intern	\$103
Cross-Connection Control Specialist I / II / III / IV	\$133 / \$144 / \$162 / \$180
CAD Manager	\$201
CAD Designer I / II	\$156 / \$176
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$322
Construction Manager I / II / III / IV	\$197 / \$211 / \$224 / \$283
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$172 / \$191 / \$213 / \$221
Apprentice Inspector	\$156
CM Administrative I / II	\$83 / \$112
Field Services	\$221

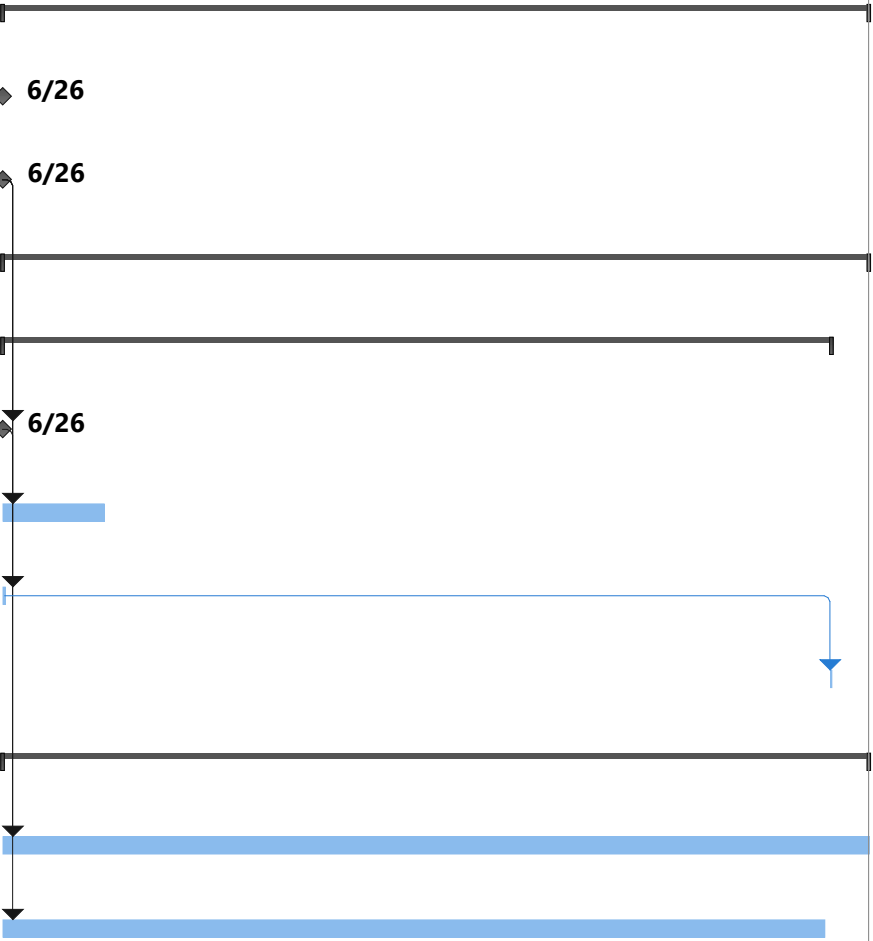
- Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.



Attachment B

Project Schedule

ID		Task Mode	Task Name	Duration	Start	Finish	Cost	Work	23 Mar	Qtr 4, 2023 Apr May Jun	Qtr 1, 2024 Jul Aug Sep	Qtr 2, 2024 Oct Nov Dec	Qtr 3, 2024 Jan Feb Mar	Qtr 4, 2024 Apr May Jun	Qtr 1, 2025 Jul Aug Sep	Qtr 2, 2025 Oct Nov Dec	Qtr 3, 2025 Jan Feb Mar
1			City of Tempe - Program Management	378 days	Mon 6/26/23	Fri 12/20/24	\$385,888.96	1,304.17 hrs									
2			Key Milestones	0 days	Mon 6/26/23	Mon 6/26/23	\$0.00	0 hrs									
3			Notice to Proceed	0 days	Mon 6/26/23	Mon 6/26/23	\$0.00	0 hrs									
4			Task 1 - Program Management	378 days	Mon 6/26/23	Fri 12/20/24	\$385,888.96	1,304.17 hrs									
5			Program KO and Proj Mgmt	362.5 days	Mon 6/26/23	Wed 11/27/24	\$55,647.79	197.6 hrs									
6			Program Management Start	0 days	Mon 6/26/23	Mon 6/26/23	\$0.00	0 hrs									
7			Establish Program	44.37 days	Mon 6/26/23	Mon 8/28/23	\$35,867.39	129.6 hrs									
8			Kickoff Meeting	12 hrs	Mon 6/26/23	Tue 6/27/23	\$7,654.00	28 hrs									
9			Close Out	8 hrs	Tue 11/26/24	Wed 11/27/24	\$12,126.40	40 hrs									
10			Program Management	378 days	Mon 6/26/23	Fri 12/20/24	\$330,241.17	1,106.57 hrs									
11			Weekly Effort	18.9 mons	Mon 6/26/23	Fri 12/20/24	\$114,529.55	439.47 hrs									
12			Weekly Meetings & Technical Advisory	18 mons	Mon 6/26/23	Fri 11/22/24	\$215,711.62	667.11 hrs									



Project: City of Tempe - Progra
Date: Tue 4/4/23

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

Page 1

ID		Task Mode	Task Name	Work	Duration	Start	Finish	Cost			2024				2025				2026
									Details	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1
1			City of Tempe - Program Management	1,304.17 hrs	378 days	Mon 6/26/23	Fri 12/20/24	\$385,888.96	Work	59.52h	304.16h	190.01h	193.07h	196.14h	196.14h	165.14h			
2			Key Milestones	0 hrs	0 days	Mon 6/26/23	Mon 6/26/23	\$0.00	Work										
3			Notice to Proceed	0 hrs	0 days	Mon 6/26/23	Mon 6/26/23	\$0.00	Work										
4			Task 1 - Program Management	1,304.17 hrs	378 days	Mon 6/26/23	Fri 12/20/24	\$385,888.96	Work	59.52h	304.16h	190.01h	193.07h	196.14h	196.14h	165.14h			
5			Program KO and Proj Mgmt	197.6 hrs	362.5 days	Mon 6/26/23	Wed 11/27/24	\$55,647.79	Work	44.2h	113.4h					40h			
6			Program Management Start	0 hrs	0 days	Mon 6/26/23	Mon 6/26/23	\$0.00	Work										
7			Establish Program	129.6 hrs	44.37 days	Mon 6/26/23	Mon 8/28/23	\$35,867.39	Work	16.2h	113.4h								
			Bailey Bartolucci	42.99 hrs		Mon 6/26/23	Wed 8/23/23	\$9,801.73	Work	5.2h	37.79h								
			Daniel Groves	19.68 hrs		Mon 6/26/23	Mon 8/28/23	\$6,574.48	Work	2.5h	17.18h								
			Greg Smith	39.37 hrs		Mon 6/26/23	Mon 8/21/23	\$10,983.72	Work	5h	34.37h								
			Joel Cox	7.87 hrs		Mon 6/26/23	Mon 8/21/23	\$2,614.05	Work	1h	6.87h								
			Tara Mertz	7.87 hrs		Mon 6/26/23	Mon 8/21/23	\$2,291.23	Work	1h	6.87h								
			Jeremy Smith	11.81 hrs		Mon 6/26/23	Mon 8/21/23	\$3,602.19	Work	1.5h	10.31h								
8			Kickoff Meeting	28 hrs	12 hrs	Mon 6/26/23	Tue 6/27/23	\$7,654.00	Work	28h									
			Bailey Bartolucci	12 hrs		Mon 6/26/23	Tue 6/27/23	\$2,736.00	Work	12h									
			Daniel Groves	4 hrs		Mon 6/26/23	Mon 6/26/23	\$1,336.00	Work	4h									
			Greg Smith	4 hrs		Mon 6/26/23	Mon 6/26/23	\$1,116.00	Work	4h									
			Joel Cox	2 hrs		Mon 6/26/23	Mon 6/26/23	\$664.00	Work	2h									
			Tara Mertz	2 hrs		Mon 6/26/23	Mon 6/26/23	\$582.00	Work	2h									
			Andrew Ohrt	2 hrs		Mon 6/26/23	Mon 6/26/23	\$610.00	Work	2h									
			Jeremy Smith	2 hrs		Mon 6/26/23	Mon 6/26/23	\$610.00	Work	2h									
9			Close Out	40 hrs	8 hrs	Tue 11/26/24	Wed 11/27/24	\$12,126.40	Work							40h			
			Bailey Bartolucci	8 hrs		Tue 11/26/24	Wed 11/27/24	\$1,896.96	Work							8h			
			Daniel Groves	8 hrs		Tue 11/26/24	Wed 11/27/24	\$2,778.88	Work							8h			
			Greg Smith	8 hrs		Tue 11/26/24	Wed 11/27/24	\$2,321.28	Work							8h			
			Joel Cox	4 hrs		Tue 11/26/24	Wed 11/27/24	\$1,381.12	Work							4h			
			Tara Mertz	4 hrs		Tue 11/26/24	Wed 11/27/24	\$1,210.56	Work							4h			
			Andrew Ohrt	4 hrs		Tue 11/26/24	Wed 11/27/24	\$1,268.80	Work							4h			
			Jeremy Smith	4 hrs		Tue 11/26/24	Wed 11/27/24	\$1,268.80	Work							4h			
10			Program Management	1,106.57 hrs	378 days	Mon 6/26/23	Fri 12/20/24	\$330,241.17	Work	15.32h	190.76h	190.01h	193.07h	196.14h	196.14h	125.14h			
11			Weekly Effort	439.47 hrs	18.9 mons	Mon 6/26/23	Fri 12/20/24	\$114,529.55	Work	6h	75.6h	74.4h	75.6h	76.8h	76.8h	54.27h			
			Bailey Bartolucci	144.53 hrs		Mon 6/26/23	Tue 11/26/24	\$33,797.27	Work	2h	25.2h	24.8h	25.2h	25.6h	25.6h	16.13h			
			Greg Smith	151.2 hrs		Mon 6/26/23	Fri 12/20/24	\$43,291.87	Work	2h	25.2h	24.8h	25.2h	25.6h	25.6h	22.8h			
			Sarah Walsh	143.73 hrs		Mon 6/26/23	Fri 11/22/24	\$37,440.41	Work	2h	25.2h	24.8h	25.2h	25.6h	25.6h	15.33h			
12			Weekly Meetings & Technical Advisory	667.11 hrs	18 mons	Mon 6/26/23	Fri 11/22/24	\$215,711.62	Work	9.32h	115.16h	115.61h	117.47h	119.34h	119.34h	70.87h			
			Daniel Groves	162 hrs		Mon 6/26/23	Mon 11/18/24	\$55,501.55	Work	2.31h	26.77h	28.62h	29.08h	29.54h	29.54h	16.15h			
			Joel Cox	166.15 hrs		Mon 6/26/23	Fri 11/22/24	\$56,572.80	Work	2.31h	29.08h	28.62h	29.08h	29.54h	29.54h	18h			
			Tara Mertz	166.15 hrs		Mon 6/26/23	Fri 11/22/24	\$49,586.40	Work	2.31h	29.08h	28.62h	29.08h	29.54h	29.54h	18h			
			Jeremy Smith	172.8 hrs		Mon 6/26/23	Fri 11/22/24	\$54,050.88	Work	2.4h	30.24h	29.76h	30.24h	30.72h	30.72h	18.72h			

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
WEST YOST & ASSOCIATES, INC.**

**EXHIBIT B
Scope of Work**

Consultant will perform program management services to implement the 2023 City of Glendale Supervisory Control and Data Acquisition (SCADA). Additional scope of work will be determined as this project progresses over the next several years additional scope of work phases will be defined. As the phase of the project is planned staff will present to City Council.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
WEST YOST & ASSOCIATES, INC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Consultant will be compensated for work completed per attached proposal.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Statement of Work must not exceed \$800,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Consultant will be compensated for work completed per attached proposal.



1001 Galaxy Way
Suite 310
Concord CA 94520

925.949.5800 phone
530.756.5991 fax
westyost.com

January 10, 2024

SENT VIA: EMAIL

Mark Roye
Assistant Director of Water Services
City of Glendale Water Services Department
Glendale, AZ 85303

SUBJECT: Proposal for SCADA Master Plan Implementation Program Management Services

Dear Mr. Roye:

West Yost is pleased to submit this proposal to the City of Glendale Water Services Department (City) for SCADA Master Plan Implementation Program Management Services. Our team (OTCR) is looking forward to assisting the City with the planning and implementation of this important Program.

BACKGROUND

The recently completed SCADA Master Plan developed for the City utility systems includes program management for the duration of the SCADA Master Plan implementation. The purpose of Program Management services is to provide technical and management support to the City for the implementation of the Master Plan projects.

The 9 year implementation program presented in the SCADA Master Plan included a recommended program management budget. This scope includes services for the first 48 months of the program, after which the City will determine if additional support is required. The program management for this effort will focus on the coordination and management of the implementation of the following projects as identified in the SCADA Master Plan:

- Project ID 3 – Organizational Change Management Transition Support
- Project ID 5 – Service Level Agreement Development
- Project ID 9 – SCADA Standards Development

SCOPE OF SERVICES

Task 1 – Program Management is the key task necessary to perform this proposed scope of services and is further described below:

Task 1. Program Management

The implementation of the SCADA Master Plan is a complex engagement that requires technical and project management capabilities. West Yost staff will kick off the program and manage the program, including:

Task 1.1 Program Management Work Activities

- **Program Kickoff Meeting** – West Yost will prepare and coordinate a kickoff meeting to initiate the project. This meeting will include review of the project approach, scope, and project schedule with key City leadership.
 - Prior to the formal kickoff meeting, the project team will prepare content and materials to be used throughout the Program for City review and feedback.
 - The project team will develop a detailed plan for program execution. This will include regular deliverables, expectations for the program, alignment with City approval workflows, and communication protocols.
- **Conduct Biweekly Program Progress Meetings** – West Yost will facilitate bi-weekly progress meetings with key City staff. During these progress meetings, the team will:
 - Discuss program progress and determine the short and long term needs of the program to achieve objectives on schedule. This will include such things as procurement, RFP development, contractor/consultant outreach, and technical advisory services as described below.
 - Meet in person or virtually to review project status, including work completed during the latest report period, work anticipated to be completed during the next reporting period, identified problems/issues that could affect project budget/expenditures and/or schedule, outstanding issues to be resolved, and outstanding action items.
 - Addition of milestones and expected compliance efforts for review processes including forms required for obtaining support from the City Information Technology Department
- **Developing Program Progress Reports** – West Yost will develop templates for program progress reports. Reports will be provided with each progress meeting. The team will review the status of current and upcoming projects. This will include a summary of design milestones and related review of submittals, requests for information, and design documents. This includes presentations on the program to City leadership.
- **Monitoring and Managing the Program Budget and Schedule** – West Yost will review the program wide budget and schedule and provide updates during each progress meeting.
- **Technical Advisory Services** – Provide technical review and support during project re-scoping sessions to address technical challenges and maintain alignment with strategic directives and NIST Cybersecurity Framework (CSF).

- **Quality Control** – Internal QA/QC will be performed for program deliverables prior to final submission to the City.
- **Program Closeout** – West Yost will conduct final project closeout activities, including final document delivery and final progress report. The project team will provide a comprehensive review of program accomplishments and high level plans for future implementation of the program.

Task 1.2 Project Management and Implementation Work Activities

This task includes routine project management activities to monitor and control the contract between West Yost and the City. The objective of these activities is to track work progress and expenditures through proactive communications.

West Yost will be available to perform Implementation Services for any of the projects identified in this scope of work as determined by the City.

As-needed services will be conducted upon approval by the City. The goal of this task is to provide the City with general and technical support to maintain performance and the schedule as summarized in the SCADA Master Plan. These services will be provided by a task-by-task basis as defined in the SCADA Master Plan. For each task an additional scope may be necessary for West Yost staff. Any additional scope will be approved by the City.

Task 1 Assumptions

- Project update meetings will be held biweekly with key project team members.
- A West Yost staff member will be available to join the biweekly meeting in person, as needed.
- The kickoff meeting will be conducted in-person and will be up to two hours in duration.
- The City will provide a list of current and proposed projects with key City staff (e.g., project managers) identified.
- City staff will be available to attend meetings.
- All City stakeholders will be available for a quarterly progress meeting held at the normal weekly time.

Task 1 Deliverables

- West Yost will provide kickoff meeting facilitation materials.
- West Yost will provide weekly progress meeting facilitation materials.
- West Yost will provide Program Updates.

PROJECT BUDGET

West Yost's proposed budget for each of the tasks described above is shown in Table 1. West Yost will perform the Scope of Services described above on a time and expenses basis with a not-to-exceed budget as shown below in Table 1, billed at rates according to the attached 2024 Billing Rate Schedule (Attachment A). Any additional services not included in this Scope of Services will be performed only after receiving written authorization and a corresponding budget adjustment.

Table 1. Estimated Project Hours and Budget		
Task	Level of Effort, hours	Estimated Budget, dollars
Task 1. Program Management	3,478	\$800,000
Total Project Hours and Budget	3,478	\$800,000

Thank you for providing West Yost with the opportunity to support the City of Glendale Water Services Department. We look forward to working with you and your team on this important project. Please call if you have any questions.

Sincerely,
WEST YOST



Daniel Groves, PE
Engineering Manager
RCSE #45679

Attachment(s): A. West Yost 2024 Billing Rate Schedule
B. Program Schedule



Attachment A

West Yost 2024 Billing Rate Schedule

2024 Billing Rate Schedule

(Effective January 1, 2024, through December 31, 2024)*



POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	\$355
Engineer/Scientist/Geologist Manager I / II	\$335 / \$351
Principal Engineer/Scientist/Geologist I / II	\$302 / \$322
Senior Engineer/Scientist/Geologist I / II	\$272 / \$286
Associate Engineer/Scientist/Geologist I / II	\$226 / \$243
Engineer/Scientist/Geologist I / II	\$176 / \$205
Engineering Aide	\$106
Field Monitoring Services	\$131
Administrative I / II / III / IV	\$97 / \$121 / \$145 / \$160
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$349 / \$351
Principal Tech Specialist I / II	\$320 / \$331
Senior Tech Specialist I / II	\$293 / \$306
Senior GIS Analyst	\$265
GIS Analyst	\$251
Technical Specialist I / II / III / IV	\$187 / \$213 / \$239 / \$267
Technical Analyst I / II	\$134 / \$160
Technical Analyst Intern	\$108
Cross-Connection Control Specialist I / II / III / IV	\$140 / \$151 / \$170 / \$189
CAD Manager	\$211
CAD Designer I / II	\$164 / \$185
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$338
Construction Manager I / II / III / IV	\$201 / \$215 / \$228 / \$289
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$181 / \$201 / \$224 / \$232
Apprentice Inspector	\$164
CM Administrative I / II	\$87 / \$118
Field Services	\$232

- Hourly rates include charges for technology and communication, such as general and CAD computer software, telephone calls, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside services, such as vendor reproductions, prints, and shipping; major West Yost reproduction efforts; as well as engineering supplies, etc., will be billed at the actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness services, research, technical review, analysis, preparation, and meetings will be billed at 150% of standard hourly rates. Expert witness testimony and depositions will be billed at 200% of standard hourly rates.
- A finance charge of 1.5% per month (an annual rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

2024 Billing Rate Schedule

(Effective January 1, 2024, through December 31, 2024)*

Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	\$300 / day
Aquacalc / Pygmy or AA Flow Meter	\$28 / day
Emergency SCADA System	\$35 / day
Field Vehicles (Groundwater)	\$1.02 / mile
Gas Detector	\$80 / day
Generator	\$60 / day
Hydrant Pressure Gauge	\$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	\$55 / day
Hydrant Pressure Recorder, Standard	\$40 / day
Low Flow Pump Back Pack	\$135 / day
Low Flow Pump Controller	\$200 / day
Powers Water Level Meter	\$32 / day
Precision Water Level Meter 300ft	\$30 / day
Precision Water Level Meter 500ft	\$40 / day
Precision Water Level Meter 700ft	\$45 / day
QED Sample Pro Bladder Pump	\$65 / day
Storage Tank	\$20 / day
Sump Pump	\$24 / day
Transducer Communications Cable	\$10 / day
Transducer Components (per installation)	\$23 / day
Trimble GPS – Geo 7x	\$220 / day
Tube Length Counter	\$22 / day
Turbidity Meter	\$30 / day
Turbidity Meter (2100Q Portable)	\$35 / day
Vehicle (Construction Management)	\$10 / hour
Water Flow Probe Meter	\$20 / day
Water Quality Meter	\$50 / day
Water Quality Multimeter	\$185 / day
Well Sounder	\$30 / day



Attachment B

Program Schedule

[illegible]