

REQUEST FOR PROPOSAL
HUMAN CAPITAL MANAGEMENT ENTERPRISE SYSTEM



The City of Surprise, Arizona

Project ID: 325213

RELEASE DATE: January 2, 2025
DEADLINE FOR QUESTIONS: January 15, 2025
RESPONSE DEADLINE: February 14, 2025, 12:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:
<https://secure.procurenow.com/portal/surpriseaz>

The City of Surprise

REQUEST FOR PROPOSAL

Human Capital Management Enterprise System

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A - Proposal Response Forms

B - Functional and Technical Requirements/Capabilities

C - Vendor Hosted Cost Worksheet

D - Cost Narrative

I. Legal Notice

I.A Notice

The City of Surprise is seeking proposals from Offerors capable of satisfying the needs for software and consulting services to implement a new software systems environment to address the City's needs related to a Human Capital Management (HCM) Solution.

In accordance with the City Procurement Code, competitive sealed proposals will be received by the City Procurement Division via the City's e-Procurement Portal, OpenGov (<https://secure.procurenow.com/portal/surpriseaz>) until the date and time cited in this document. Proposals must be in the actual possession of the Procurement Division on or prior to the exact date and time indicated within this solicitation. **Late responses will not be considered.** Offerors must carefully read the entire RFP package.

Information regarding the requirements of this RFP as well as the entire information package can be downloaded from the City's e-Procurement Portal:
<https://secure.procurenow.com/portal/surpriseaz>.

The City shall not be held responsible for any oral instructions or formal documentation of any information exchange during a pre-proposal meeting. Any changes to this Request for Proposal will be in the form of a published amendment. All technical questions regarding this Request for Proposal must be submitted through the City's e-Procurement Portal.

Please reference RFP 325213 Human Capital Management Enterprise System, Procurement Officer Senior, Andrey Krasnovid, in all your communications to the City.

Publication: AZ Business Gazette and City of Surprise website:
<https://www.surpriseaz.gov/bids.aspx>

Date(s): January 02, 2025, and January 09, 2025

II. Introduction

II.A Summary

In addition to soliciting written responses, this document provides information to assist Offerors in preparing their responses and facilitates the subsequent evaluation and comparison process. In that regard, this RFP:

- Provides information essential to soliciting meaningful recommendations and realistic commitments from the Offerors



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- Specifies the desired format and content of Proposals in response to this RFP
- Outlines the City's evaluation and selection procedures
- Establishes a schedule for the preparation and submission of Proposals in response to this RFP
- This RFP and the selected Proposal in response to this RFP will be incorporated into the contract resulting from this solicitation.
- Project ObjectivesThe overall goal of this project is to take advantage of the newest technology and harness efficiencies by reviewing business processes and implementing technology to enhance existing business processes performed by City departments. The City is planning to replace its current software systems environment with a new system or combination of software systems, and to adopt systems functionality to support core processes. In doing so, the City seeks to address several challenges in the current environment, and gain future efficiencies, including, but not limited to the following Key Objectives and Outcomes:
 - Enhance operational effectiveness with an online portal by making more timely, accurate, and complete information available to citizens, City personnel, and vendors
 - Improve internal and external communications using information technology
 - Enhance workflows to support increased automation and operational efficiencies by streamlining business processes
 - Increase productivity by eliminating redundancy and unnecessary and manual tasks
-

II.B Background

- The City aims to leverage new technology to enhance business processes and operational efficiencies. The project involves replacing the current software systems with new or combined systems to support core processes. Key objectives include improving operational effectiveness through an online portal, enhancing internal and external communications, streamlining workflows for increased automation, and boosting productivity by eliminating redundant tasks. Current challenges include reliance on paper forms for onboarding, lack of time entry rules, and inadequate tracking of employee certifications and leave management. The City also faces issues with integrating applicant tracking, performance management, and core HR systems. To address these, the City plans to select and implement a new or upgraded software system, as detailed in the project scope.

II.C Contact Information

The following RFP Schedule of Events represents the best estimate of the schedule the City will follow, which is subject to change at the City's discretion. Vendors are encouraged to hold the demonstration dates listed. If a component of the schedule is accelerated or delayed, it shall be anticipated that the remaining components may also be adjusted by a similar number of days via RFP Addendum prior to the submittal deadline.

Andrey Krasnovid

Procurement Officer - Senior

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Surprise, AZ 85374

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Phone: [\(623\) 222-3725](tel:(623)222-3725)

Department:

Finance

II.D Timeline

Release RFP Date	January 2, 2025
Optional Pre-Proposal Meeting (Non-Mandatory)	January 14, 2025, 9:00am All times are Phoenix, Arizona time. 3rd Floor CH 3F N3-260 Atrium Video conference: https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting Meeting ID: 217 401 029 88 Passcode: vW23uz3o or Dial in by phone +1 480-561-5974, 200583736# United States, Phoenix Phone conference ID: 200 583 736#
Final Date/Time for Questions	January 15, 2025, 10:00am
Question Response Deadline	January 17, 2025, 5:00pm
RFP Due Date/Time	February 14, 2025, 12:00pm



III. Scope of Work

The following table contains the list of functional areas of the desired future systems environment.

Table 8: Functional Areas

Functional Areas			
No.	Functional Area	No.	Functional Area
1	Workforce Planning and Position Control	7	Risk Management
2	Human Resources and Personnel Management	8	Benefit and Leave Administration
3	Recruitment	9	Compensation
4	Learning Management	10	Payroll
5	Performance Management	11	Time and Attendance
6	Employee Relations	12	Scheduling

The List of Functional and Technical Requirements/Capabilities contained in Attachment B – Functional and Technical Requirements/Capabilities contains the detailed functionality the City requires within each functional area in a future systems environment, as well as general and technical system requirements, and data conversion and interface scope.

The following table contains functional statistics of the City. These statistics are estimates and are provided for planning purposes only.

Table 9: Functional Area Statistics

No.	Functional Area/Metric	Statistic
8	Human Resources and Personnel Management, Benefit Administration, Recruitment	
	Total Full-time Equivalents (FTE)	1,268.7 (1,533 active employees)
	Number of Full-Time Employees (exempt)	312
	Number of Full-Time Employees (non-exempt)	789

Number of Part-Time Employees	17
Number of Seasonal Employees	415
Number of Recruitments per Year	235
Number of Applicants per Year	15,769
Number of Retirements Processed per Year	31
Number of Personnel Transactions	1,580
Bargaining Units	2
Benefit Plans	<ul style="list-style-type: none"> • Medical • Pharmacy • Dental • Vision • Flexible Spending Accounts (Medical and Dependent Care) • State Pension Plans – ASRS, PSPRS, EORP, and EODCRS • 457 Deferred Compensation plan • 401(a) Deferred Compensation plan • Group Life Insurance and AD&D coverage • Additional Life Insurance • Employee Assistance Program (EAP) • Paid Medical Leave (short-term disability) • Aflac Supplemental Insurance • Domestic Partner coverage (medical, dental, and vision) • Tuition reimbursement benefits
Number of Workers Compensation Claims per Year	140
Open Enrollment Period	May; plans run on fiscal year July 1st – June 30th

	Included in totals above:	182
	Number of Sworn Fire Employees	
	Number of Non-Sworn Fire Employees	34
	Number of Sworn Police Employees	185
	Number of Non-Sworn Police Employees	73
9	Time and Attendance	
	Departments using time clocks (current list)	0
	Number of employees to use time clocks (future)	1,221; All non-exempt employees (potentially)
	Departments to use scheduling functionality (future)	PD, Fire, Parks & Rec, Sports & Tourism, Public Works, Transportation, City Court
	Number of employees to use advanced scheduling (e.g., shift swaps, bidding, minimum coverages)	889; All PD and Fire; all PTT
10	Payroll	
	Number of W2's per Year	1,480
	Pay Frequency	Bi-weekly
	Number of Employees Paid per Cycle (average)	1,300
Useful Links <ul style="list-style-type: none"> 2023 Annual Comprehensive Financial Report: https://content.civicplus.com/api/assets/e8e5b717-a7a8-4983-b208-98c591dd0124?cache=1800 FY2025 Adopted Budget: https://content.civicplus.com/api/assets/az-surprise/a37f3107-5c06-4377-a68a-1f50fd5b3c1e City Job Opportunities: https://www.governmentjobs.com/careers/surprise City Benefits Webpage: https://surpriseaz.gov/306/Benefits 		

Alternate Proposals, Partnerships and Offerors of Subsets of Functionality



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Alternate Proposals:

- The City will not be accepting alternate Proposals for evaluation.
- Offerors may submit multiple Proposals for evaluation. For example, if an Offeror offers one or more “branded” products that may meet the needs of the City they are encouraged to separately propose each software package for consideration.
- Software companies that deliver their solution through one or more consulting firms (system integrators) are also allowed to submit more than one Proposal for consideration through differing consulting firms.
- A separate Proposal package submitted in accordance with Section III.C is required in order for the City to accurately evaluate each Proposal independent of the other.

Partnerships:

Offerors are encouraged to establish partnership relationships to fully provide all requirements defined by the RFP.

- Offerors engaged in a partnership relationship shall submit a single proposal in response to this RFP.
- Partnership relationships shall be clearly defined by proposal responses. Such definition shall identify the entity in the partnership relationship deemed to be the Prime Vendor.
- Each Vendor engaged in the partnership shall respond to any and all applicable portions of this RFP that relate to the work that will be performed, or the capabilities provided. For example, each Vendor shall provide references, and each Vendor shall respond to the Company Background and History questions.

Offerors of Subsets of Functionality:

As part of this process the City will be allowing Offerors to submit point solutions (best of breed) and encourages Offerors to participate in this process in order to consider and evaluate a range of marketplace offerings.

- The City recognizes that the scope of functionality in this RFP may be met through a combination of systems that specialize on a modular or functional area basis. The City is willing to consider best-of-breed solutions (“point” solutions), subject to certain conditions as outlined in this section.
- The City has a preference on software solutions that provide for the highest level of fit and facilitate the exchange of information between any disparate systems.
- Offerors are encouraged to propose on a subset of functionality if the proposed software cannot provide functionality for all requested modules. Offerors may propose solutions



that address a subset of functionality, provided the software is able to address, at a minimum, one of the following areas:

- B. Human Capital Management System (Tabs 2 – 4 and 7 – 14 of Attachment B) – Vendors must also respond to Tabs 1, 15 and 16.
 - a. Learning and Performance Management (Tabs 5 – 6 of Attachment B) – Vendors must also respond to Tabs 1, 14, 15, and 16.

This does not preclude vendors from partnering, or addressing more than one of the above areas but is rather intended to identify the minimum scope that must be presented in each proposal.

The City will consider proposers of a subset of functionality on the relative merit of the functionality proposed based on the evaluation criteria laid forth in this RFP and reserves the right to enter into negotiations for one or more proposers in order to achieve a “best-of-breed” solution.

- The City reserves the right to make one or more awards to competing Offerors for subsets of functionality as a result of this RFP. In the event the City should make awards to one or more competing Offerors, it shall be expected that additional discussion will take place between the City and the Offerors to define requirements and an approach to building an integration or interface between the selected systems. In such instance, the City expects that the Offerors will work together as necessary to develop the necessary integration once one has been identified.

City and Project Staffing

The City intends to have functional and technical resources available during Project implementation, though it is noted that the City does not anticipate dedicating staff full-time to the implementation in addition to managing their core job responsibilities. This applies to both functional resources as well as technical resources internal to the City. It is anticipated that some functional leads will serve as the functional lead, or a subject matter expert, across one or more modules – particularly within the financial modules of a future system – during the implementation process.

Staffing considerations are a consideration for the City in terms of both the implementation process as well as supporting the software once in an operations mode. Vendors are encouraged to submit questions to the City during the RFP questions period to solicit such additional information as is necessary to adequately estimate the resource commitments that would be expected of the City during implementation, and post go-live for ongoing support of the system(s). Additional resource planning will be performed based upon the selected Offeror(s).



Offerors shall clearly indicate in the proposal responses the estimated level of City resource involvement in the implementation process, in order to allow the City to perform adequate planning. The City will utilize the response to Offerors' Resource Hour Estimates in Attachment A, Tab 3, of Proposals as an input into the staffing plan the City develops, and requests that Offerors clearly articulate estimated staffing considerations in their responses.

Deployment Model

The City is open to considering various deployment models, and has structured the RFP to allow for the evaluation of the deployment model as but one factor in the overall procurement process. The City wishes to evaluate the greatest range of marketplace offerings feasible through this process.

The City recognizes there are many factors contributing to a comparison of cost Proposals for these various deployment methods including needed infrastructure and/or hardware costs, the potential for reduced hardware and support costs in hosted/SaaS models, a particular Offeror's approach to managing upgrades, and technical staffing needs. The City is open to considering all deployment models in light of the breadth of functionality and available solutions in the marketplace to address those functional areas. The City will consider, in no particular order, the following deployment models:

- A. On Premise (locally hosted at the City, perpetual licenses)
- B. Software as a Service (SaaS or subscription-based models)
- C. Offeror hosted (hosted and managed by the Offeror, perpetual licenses)

Cost sheets have been provided under Attachment C – Cost Worksheets for pricing each of the deployment models.

This solicitation is not a bid process nor will it follow a lowest-priced responsive Proposal process, but will be based on most advantageous Proposal(s) utilizing the [Evaluation Criteria](#) listed in the RFP, including the review of life cycle costs (i.e. recurring costs, hardware, third-party licenses, etc.).

In developing proposals, Offeror's shall clearly define the proposed deployment model including the licensing model as well as any perceived benefits of the proposed model. In the event two or more products are proposed under the same proposal (e.g., through a partnership or offered by the same company) the Offeror shall clearly indicate in both the technical proposal (Attachment A, Tab 2) and cost proposal (Attachment C) the deployment model for each proposed software product.

The City does not have a preference as to a specific hosting location, but does have a requirement toward the hosting being within the contiguous United States. Vendors are requested to specify the hosting location in proposal responses, specifically as part of Tab 8 to proposal responses (please see Attachment A for further instruction).

Number of Users



The following user counts by module contained in the table below are estimates and are provided for planning purposes only. The number of users represents the **anticipated future number of users of a new system**.

- **Departmental (Core/Power) Users:** This category of users includes those City staff that will interact with the system modules on a regular basis and conduct core business processes within the system as power users. Such generic examples include, but are not limited to: Payroll Clerk, HR Director, System Support Specialist, etc.
- **Customer Department Users:** This category of users includes those City staff that will interact with the system modules as internal customers by either initiating transactions (e.g., entering a time), reviewing/approving transactions (e.g., reviewing leave requests), or consuming information (e.g., reviewing departmental schedule).

Table 10: Number of Users

Functional Area	Departmental (Core/Power) Users	Customer Department Users	
Human Capital Management, including: <ul style="list-style-type: none"> o Workforce Planning and Position Control o Human Resources and Personnel Management o Recruitment o Learning Management o Performance Management o Employee Relations o Risk Management o Benefit Administration o Compensation o Payroll o Time and Attendance o Scheduling 	37	250	

It is anticipated that some users will use multiple modules, causing overlap in each functional area. The counts are broken down by functional area to allow Offerors to formulate responses based on each. The City estimates that:

1. The total number of licensed regular daily users of the system (requiring the ability to add, edit, and view content) using a named-seat basis may be around 37.
2. The total number of regular daily concurrent users to be around 250 (unnamed license seats – in other words, how many people are expected to be accessing the system/module at the same time. This is in contrast to named users who have dedicated licenses tied to a unique login/user ID).
3. The City anticipates that all employees (up to 1533 during peak seasons) would have access to self-service portal functionality.

Potential Phasing and Target Live Dates

The City requests that offerors provide potential phase start and target go-live dates in proposal responses per Attachment A, Tab 5. These dates should be estimates based on anticipated resource requirements and dependencies between functional areas. These dates are subject to negotiation. The City anticipates that implementation activities would begin in August 2025. The City would like to target January 2027 as a potential go-live date for human resources and payroll modules. The City follows a July 1 – June 30 fiscal year, and open enrollment occurs during the month of May.

Current Applications Environment

The City uses Enterprise ERP software from Tyler Technologies in support of their Financial and HR/payroll processing needs. The City is using Tyler Enterprise ERP version 2021.100.779. The Enterprise ERP system is hosted on premise in the City's datacenter. The ERP application is maintained by the City's Information Technology (IT) Department and supplemented with vendor support when appropriate.

Table 11: Current ERP Functions

Current ERP Functions			
1	General Ledger and Financial Reporting	9	HR and Personnel Management
2	Treasury Management	10	Benefit Administration
3	Purchasing, Requisitions, and Contracts	11	Payroll
4	Budget – Operating, Personnel, Capital	12	Time and Attendance
5	Accounts Payable	13	Employee Relations and Risk Management

6	Accounts Receivable and Cash Receipts	14	Recruiting and Applicant Tracking
7	Project Accounting and Grant Management	15	Employee Self-Service
8	Fixed Assets and Inventory	16	Tyler Content Manager (TCM)

Other Major Applications

The City also uses a wide variety of applications to provide capability and functionality in specialized areas. Many of these applications are listed in Table 12. **Identification of any potential future system interfaces is provided in Attachment B to this RFP.**

Table 12: Additional Software Applications

Additional Software Applications		
No.	Application	Use/Summary
1	Adobe Acrobat	PDF file management and electronic signatures
2	Adobe InDesign	Desktop publishing and page layout designing software
3	BlueTeam	Public Safety internal investigations case management
4	Camtasia	Video training tutorial creation and recording
5	CivicRec	Recreation management software
6	DocuSign	Electronic signature application
7	Evertel	Public Safety messaging system
8	Flex by Motorola	Public Safety records management system
9	GovQA	Public records management system
10	Halo	Service desk management and ticketing system
11	Image RMS	Public Safety grant tracking
12	InfoSend	Third-party bill printing partner
13	It's Your Money	Citizen-facing budget expenditure application
14	Laserfiche	Document imaging and management system
15	MS Azure	Internet-based platform primarily used for access management
16	MS Excel	Spreadsheet software
17	MS Forms	Custom questionnaire creation platform
18	MS Outlook	Personal information manager system

19	MS Power Query	Data transformation
20	MS Teams	Team collaboration application
21	NeoGov Insight	Recruiting and applicant tracking
22	NeoGov Perform	Employee performance tracking and reporting
23	NeoGov	Public Safety operations management platform
24	Off Duty Management Software	Public Safety scheduling system
25	OpenGov	Bid management software
26	Origami	Risk management software
27	PAR System	Internal procurement initiation system
28	Paymentus	Internet-based electronic bill payment and presentment solution
29	PNC	City-preferred bank
30	Power DMS	Policy management system
31	PSPRS	Arizona State PSPRS
32	ScheduleAnywhere	Public Safety time off and training tracker
33	Surprise LIS	Community Development web-based application
34	Target Solutions	Learning management and training compliance software
35	Telestaff	Timekeeping and scheduling software
36	TriageNow	Worker's compensation claims health provider
37	Vector Solutions	Training and workforce management system
38	WhenToWork	Timekeeping and scheduling software used by Parks and Recreation and Tourism departments

Project Management Documentation

The following information establishes the expectation of the minimum level of project management documentation to be provided by Offerors as a part of, but not exclusively, the resulting implementation services offered. As part of the implementation scope, following signing of a contract, the selected Contractor(s) shall develop and provide the City with the following items:

- Project Management Plan: a detailed Implementation Project Plan that, at a minimum, includes the following:
 - Objectives



- Deliverables and Milestones
- Project Schedule
- Resource Management Processes
- Scope Management Processes
- Schedule Management Processes
- Risk Management Processes
- Quality Management Approach
- Communication Management Approach
- Organizational Change Management Approach
- Status Reporting
- Data Conversion Plan
- Training Plan
- System Interface Plan
- Testing and Quality Assurance Plan
- Pre- and Post-Implementation Support Plan
- System Documentation
- Risk Register

Additional documentation about each Plan may be found in Attachment A, Tab 3, attached to this RFP.

Budget

The City is committed to funding the one-time and recurring annual costs for the acquisition of the software. The City has established a budget for this project, but also intends to use the proposals received through this process to inform the budget development process. The City has performed initial, high-level estimations, for the cloud-based software solution including professional services and recurring maintenance/subscription costs. Recognizing the likelihood of multiple awards as a result of this RFP, a final budget will be programmed based on the results of this RFP and final contract negotiations.

The City is sensitive to the total costs, and has listed cost as one of the several evaluation criteria in the RFP; however, this is not an opportunity to identify the lowest priced solution. This RFP opportunity is being presented as a best value solicitation, and not a lowest priced bid, opportunity.

Personnel

All of Contractor's personnel providing goods and services under the contract shall possess the necessary skills, experience, and knowledge, to perform their assigned duties. In the event



assigned personnel are providing non-conforming or unsuitable services, the City shall notify Contractor and provide the opportunity to rectify the deficiency. If unable to cure the nonconforming services, Contractor shall remove from the project and replace the Contractor's personnel that the City deems unsuitable for the project with a resource possessing the necessary skills, experience, and knowledge, to perform their assigned duties in a satisfactory manner.

Software Upgrades

The City shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the Contractor. Such upgrades shall be provided at no cost to the City so long as a valid maintenance and support agreement, or if applicable software as a service licensing agreement, is in place.

Performance Review

The Contractor may be required to meet with the City's Project Manager not less than once per quarter to conduct a performance review of the Contractor. These meetings will be either in person at City offices, or via teleconference or web-conference. This performance review will include a review of the pricing, delivery performance, customer service, and improving operational efficiencies.

III.A Project Objective

The overall goal of this project is to take advantage of the newest technology and harness efficiencies by reviewing business processes and implementing technology to enhance existing business processes performed by City departments. The City is planning to replace its current software systems environment with a new system or combination of software systems, and to adopt systems functionality to support core processes. In doing so, the City seeks to address several challenges in the current environment, and gain future efficiencies, including, but not limited to:

Key Objectives and Outcomes:

- Enhance operational effectiveness with an online portal by making more timely, accurate, and complete information available to citizens, City personnel, and vendors
- Improve internal and external communications using information technology
- Enhance workflows to support increased automation and operational efficiencies by streamlining business processes
- Increase productivity by eliminating redundancy and unnecessary and manual tasks

III.B City Statistics

The following table contains statistics related to the City. These statistics are estimates and are provided for planning purposes only.



Item No.	Area	Statistic
1	Tentative Total Budget 2025	\$1,028,395,100
2	Population Served Approx.	158,285
3	Total FTEs	1,268.7 (1,533 active employees)
4	Fiscal Year	July 1- June 30

III.C Scope of Work/Specifications- Functionalities

The following table contains the list of functional areas of the desired future systems environment.

Table 8: Functional Areas

Item No.	Functional Area	Item No.	Functional Area
1	Workforce Planning and Position Control	7	Risk Management
2	Human Resources and Personnel Management	8	Benefit and Leave Administration
3	Recruitment	9	Compensation
4	Learning Management	10	Payroll
5	Performance Management	11	Time and Attendance
6	Employee Relations	12	Scheduling

The List of Functional and Technical Requirements/Capabilities contained in Attachment B – Functional and Technical Requirements/Capabilities contains the detailed functionality the City requires within each functional area in a future systems environment, as well as general and technical system requirements, and data conversion and interface scope.

III.D Functional Area Statistics

The following table contains functional statistics of the City. These statistics are estimates and are provided for planning purposes only.

Table 9: Functional Area Statistics

Item No.	Functional Area/Metric	Statistic
8	Human Resources and Personnel Management, Benefit Administration, Recruitment	
	Total Full-time Equivalents (FTE)	1,268.7 (1,533 active employees)
	Number of Full-Time Employees (exempt)	312
	Number of Full-Time Employees (non-exempt)	789
	Number of Part-Time Employees	17

	Number of Seasonal Employees	415
	Number of Recruitments per Year	235
	Number of Applicants per Year	15,769
	Number of Retirements Processed per Year	31
	Number of Personnel Transactions	1,580
	Bargaining Units	2
	Benefit Plans	<ul style="list-style-type: none"> • Medical • Pharmacy • Vision • Flexible Spending Accounts (Medical and Dependent Care) • State Pension Plans – ASRS, PSPRS, EORP, and EODCRS • 457 Deferred Compensation plan • 401(a) Deferred Compensation plan • Group Life Insurance and AD&D coverage • Additional Life Insurance • Employee Assistance Program (EAP) • Paid Medical Leave (short-term disability) • Aflac Supplemental Insurance • Domestic Partner coverage (medical, dental, and vision) • Tuition reimbursement benefits
	Number of Workers Compensation Claims per Year	140
	Open Enrollment Period	
	Included in totals above:	
	Number of Sworn Fire Employees	182
	Number of Non-Sworn Fire Employees	34
	Number of Non-Sworn Fire Employees	185
	Number of Sworn Police Employees	73
9	Time and Attendance	
	Departments using time clocks (current list)	0
	Number of employees to use time clocks (future)	1,221; All non-exempt employees (potentially)
	Departments to use scheduling functionality (future)	PD, Fire, Parks & Rec, Sports & Tourism, Public Works, Transportation, City Court
	Number of employees to use advanced scheduling (e.g., shift swaps, bidding, minimum coverages)	889; All PD and Fire; all PTT
	Payroll	
	Number of W2's per Year	1,480
	Pay Frequency	Biweekly

	Number of Employees Paid per Cycle (average)	1,300
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III.E Useful Links

- 2023 Annual Comprehensive Financial Report: <https://content.civicplus.com/api/assets/e8e5b717-a7a8-4983-b208-98c591dd0124?cache=1800>
- FY2025 Adopted Budget: <https://content.civicplus.com/api/assets/az-surprise/a37f3107-5c06-4377-a68a-1f50fd5b3c1e>
- City Job Opportunities: <https://www.governmentjobs.com/careers/surprise>
- City Benefits Webpage: <https://surpriseaz.gov/306/Benefits>

III.F City and Project Staffing

The City intends to have functional and technical resources available during Project implementation, though it is noted that the City does not anticipate dedicating staff full-time to the implementation in addition to managing their core job responsibilities. This applies to both functional resources as well as technical resources internal to the City. It is anticipated that some functional leads will serve as the functional lead, or a subject matter expert, across one or more modules – particularly within the financial modules of a future system – during the implementation process.

Staffing considerations are a consideration for the City in terms of both the implementation process as well as supporting the software once in an operations mode. Vendors are encouraged to submit questions to the City during the RFP questions period to solicit such additional information as is necessary to adequately estimate the resource commitments that would be expected of the City during implementation, and post go-live for ongoing support of the system(s). Additional resource planning will be performed based upon the selected Offeror(s).

Offerors shall clearly indicate in the proposal responses the estimated level of City resource involvement in the implementation process, in order to allow the City to perform adequate planning. The City will utilize the response to Offerors' Resource Hour Estimates in Attachment A, Tab 3, of Proposals as an input into the staffing plan the City develops, and requests that Offerors clearly articulate estimated staffing considerations in their responses.

III.G Number of Users

The following user counts by module contained in the table below are estimates and are provided for planning purposes only. The number of users represents the anticipated future number of users of a new system.

- Departmental (Core/Power) Users: This category of users includes those City staff that will interact with the system modules on a regular basis and conduct core business processes within the system as power users. Such generic examples include, but are not limited to: Payroll Clerk, HR Director, System Support Specialist, etc.



- **Customer Department Users:** This category of users includes those City staff that will interact with the system modules as internal customers by either initiating transactions (e.g., entering a time), reviewing/approving transactions (e.g., reviewing leave requests), or consuming information (e.g., reviewing departmental schedule).

Table 10: Number of Users

Functional Area	Departmental (Core/Power) Users	Customer Department Users
Human Capital Management, including: <ul style="list-style-type: none"> • Workforce Planning and Position Control • Human Resources and Personnel Management • Recruitment • Learning Management • Performance Management • Employee Relations • Risk Management • Benefit Administration • Compensation • Payroll • Time and Attendance • Scheduling 	37	
<p>It is anticipated that some users will use multiple modules, causing overlap in each functional area. The City anticipates that some users will use multiple modules, causing overlap in each functional area. The City anticipates that some users will use multiple modules, causing overlap in each functional area. The City anticipates that some users will use multiple modules, causing overlap in each functional area. The City anticipates that some users will use multiple modules, causing overlap in each functional area.</p> <p>The City estimates that:</p> <ol style="list-style-type: none"> The total number of licensed regular daily users of the system (requiring the ability to add, edit, and view data on a named-seat basis may be around 37. The total number of regular daily concurrent users to be around 250 (unnamed license seats – in other words, multiple people are expected to be accessing the system/module at the same time. This is in contrast to named user licenses tied to a unique login/user ID). The City anticipates that all employees (up to 1533 during peak seasons) would have access to self-service modules. 		

III.H Potential Phasing and Target Live Dates

The City requests that offerors provide potential phase start and target go-live dates in proposal responses per Attachment A, Tab 5. These dates should be estimates based on anticipated resource requirements and dependencies between functional areas. These dates are subject to negotiation. The City anticipates that implementation activities would begin in August 2025. The City would like to target January 2027, as a potential go-live date for human resources and payroll modules. The City follows a July 1 – June 30 fiscal year, and open enrollment occurs during the month of May.



III.I Current Applications Environment

The City uses Enterprise ERP software from Tyler Technologies in support of their Financial and HR/payroll processing needs. The City is using Tyler Enterprise ERP version 2021.100.779. The Enterprise ERP system is hosted on premise in the City's datacenter. The ERP application is maintained by the City's Information Technology (IT) Department and supplemented with vendor support when appropriate.

Table 11: Current ERP Functions

Current ERP Functions			
1	General Ledger and Financial Reporting	9	HR and Personnel Management
2	Treasury Management	10	Benefit Administration
3	Purchasing, Requisitions, and Contracts	11	Payroll
4	Budget- Operating, Personnel, Capital	12	Time and Attendance
5	Accounts Payable	13	Employee Relations and Risk Manage
6	Accounts Receivable and Cash Receipts	14	Recruiting and Applicant Tracking
7	Project Accounting and Grant Management	15	Employee Self-Service
8	Fixed Assets and Inventory	16	Tyler Content Manager (TCM)

III.J Other Major Applications

The City also uses a wide variety of applications to provide capability and functionality in specialized areas. Many of these applications are listed in Table 12. Identification of any potential future system interfaces is provided in Attachment B to this RFP.

Table 12: Additional Software Applications

Additional Software Applications		
No.	Application	Use/Summary
1	Adobe Acrobat	PDF file management and electronic signatures
2	Adobe InDesign	Desktop publishing and page layout designing software
3	BlueTeam	Public Safety internal investigations case management
4	Camtasia	Video training tutorial creation and recording
5	CivicRec	Recreation management software
6	DocuSign	Electronic signature application
7	Evertel	Public Safety messaging system
8	Flex by Motorola	Public Safety records management system

9	GovQA	Public records management system
10	Halo	Service desk management and ticketing system
11	Image RMS	Public Safety grant tracking
12	InfoSend	Third-party bill printing partner
13	It's Your Money	Citizen-facing budget expenditure application
14	Laserfiche	Document imaging and management system
15	MS Azure	Internet-based platform primarily used for access management
16	MS Excel	Spreadsheet software
17	MS Forms	Custom questionnaire creation platform
18	MS Outlook	Personal information manager system
19	MS Power Query	Data transformation
20	MS Teams	Team collaboration application
21	NeoGov Insight	Recruiting and applicant tracking
22	NeoGov Perform	Employee performance tracking and reporting
23	NeoGov	Public Safety operations management platform
24	Off Duty Management Software	Public Safety scheduling system
25	OpenGov	Bid management software
26	Origami	Risk management software
27	PAR System	Internal procurement initiation system
28	Paymentus	Internet-based electronic bill payment and presentment solution
29	PNC	City-preferred bank
30	Power DMS	Policy management system
31	PSPRS	Arizona State PSPRS
32	ScheduleAnywhere	Public Safety time off and training tracker
33	Surprise LIS	Community Development web-based application
34	Target Solutions	Learning management and training compliance software
35	Telestaff	Timekeeping and scheduling software
36	TriageNow	Worker's compensation claims health provider
37	Vector Solutions	Training and workforce management system
38	WhenToWork	Timekeeping and scheduling software used by Parks and Recreation and Tourism Departments



III.K Project Management Documentation

The following information establishes the expectation of the minimum level of project management documentation to be provided by Offerors as a part of, but not exclusively, the resulting implementation services offered. As part of the implementation scope, following signing of a contract, the selected Contractor(s) shall develop and provide the City with the following items:

- Project Management Plan: a detailed Implementation Project Plan that, at a minimum, includes the following:
 - o Objectives
 - o Deliverables and Milestones
 - o Project Schedule
 - o Resource Management Processes
 - o Scope Management Processes
 - o Schedule Management Processes
 - o Risk Management Processes
 - o Quality Management Approach
 - o Communication Management Approach
 - o Organizational Change Management Approach
 - o Status Reporting
- Data Conversion Plan
- Training Plan
- System Interface Plan
- Testing and Quality Assurance Plan
- Pre- and Post-Implementation Support Plan
- System Documentation
- Risk Register

Additional documentation about each Plan may be found in Attachment A, Tab 3, attached to this RFP.

III.L Budget

The City is committed to funding the one-time and recurring annual costs for the acquisition of the software. The City has established a budget for this project but also intends to use the proposals received through this process to inform the budget development process. The City has performed initial, high-level estimations, for the cloud-based software solution including professional services and recurring maintenance/subscription costs. Recognizing the likelihood of multiple awards as a result of this RFP, a final budget will be programmed based on the results of this RFP and final contract negotiations.



The City is sensitive to the total costs and has listed cost as one of the several evaluation criteria in the RFP; however, this is not an opportunity to identify the lowest priced solution. This RFP opportunity is being presented as a best value solicitation, and not a lowest priced bid, opportunity.

III.M Personnel

All of Contractor's personnel providing goods and services under the contract shall possess the necessary skills, experience, and knowledge, to perform their assigned duties. In the event assigned personnel are providing non-conforming or unsuitable services, the City shall notify Contractor and provide the opportunity to rectify the deficiency. If unable to cure the nonconforming services, Contractor shall remove from the project and replace the Contractor's personnel that the City deems unsuitable for the project with a resource possessing the necessary skills, experience, and knowledge, to perform their assigned duties in a satisfactory manner.

III.N Software Upgrades

The City shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the Contractor. Such upgrades shall be provided at no cost to the City so long as a valid maintenance and support agreement, or if applicable software as a service licensing agreement, is in place.

III.O Performance Review

The Contractor may be required to meet with the City's Project Manager not less than once per quarter to conduct a performance review of the Contractor. These meetings will be either in person at City offices, or via teleconference or web-conference. This performance review will include a review of the pricing, delivery performance, customer service, and improving operational efficiencies.

IV. Instructions to Offerors

IV.A OFFER SUBMISSION, DUE DATE AND TIME

Offers in response to this Solicitation shall be submitted via the City's e-Procurement Portal, OpenGov to be received no later than February 14, 2025, at 12:00 p.m. Phoenix, AZ time.



IV.B PREPARATION OF PROPOSAL

- A. All proposals must be on the forms provided in this Request for Proposal package. It is permissible to copy these forms if required. Faxed or e-mailed responses will not be considered.
- B. The Offer and Contract Award document must be submitted with a signature by a person authorized to sign the offer.
- C. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price will govern. No proposal may be altered, amended, or withdrawn after the specified proposal due date and time.
- D. Periods of time, stated as a number of days, will be calendar days.
- E. It is the responsibility of all prospective offerors to examine the entire Request for Proposal package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

IV.C PROPOSAL FORMAT

Proposals shall be submitted via the City's e-Procurement Portal. Proposal submissions required to follow the page limits as described below. The required forms and check box acknowledgments will not be counted toward the page count. Adherence to the maximum page criteria is critical; each page side containing evaluation criteria information will be counted. Detailed written responses shall be on 8 ½" x 11" paper using font no smaller than 11 point and printed on one side. Pages that have photos, charts, graphs or criteria information will be counted toward the maximum number of pages. The Proposal response shall be submitted with the following sections:

Offer and Acceptance (Not included in the page count.)

The first section of the proposal shall contain the Offer and Acceptance Form. The Offer and Acceptance Form shall be signed by an authorized representative of the company such as the owner, partner, or in the case of a corporation, the President, Vice President, Secretary, or other corporate officer(s) that is permitted to contract on behalf of the organization.

Technical Proposal Organization Guidelines

Offerors are instructed to insert the completed Tab forms (Attachment A – Proposal Response Forms) in the corresponding Tab sections as a part of their response to the Technical Proposal. **The City expects that Offerors will include additional proposal content beyond simply completing the forms and worksheets provided through this RFP.** The following table contains the organization guidelines for Proposal responses.

Table 4: Technical Proposal Organization Guidelines (400 single-sided pages)

Attachment A:



City of Surprise, AZ
REQUEST FOR PROPOSAL
Human Capital Management Enterprise System

Attachment A – Proposal Response Forms is a Word document that provides detailed instructions and requirements for the Offeror as it relates to the documents to be submitted as their RFP response and Services required for the Project. Offerors are instructed to organize Proposals in a tabbed format and to insert the completed Tab forms (Attachment A – Proposal Response Forms) in the corresponding Tabs as a part of their response to the Proposal. In addition to the information captured through the questions and tables in Attachment A – Proposal Response Forms, Offerors are requested to provide complementary narrative information, diagrams, and images to help substantiate and support their proposal response to each Tab section. Offerors are directed to Attachment A – Proposal Response Forms, which includes forms, tables, and questions that are to be completed by the Offeror and inserted into each applicable tab of the RFP response (Tab 1 – 13).

Attachment A Tab 4 Project Team Resumes (2 single-sided pages per individual team member).
Attachment A Tab 11 References (Six (6) References Required).

Attachment B: (Complete all pages)

Attachment B – Functional and Technical Requirements/Capabilities is an Excel document that provides detailed requirements and capabilities related to software features and functions, as well as potential interfaces and data conversion requirements. This tab is to include Offeror's response as detailed in Attachment B – Functional and Technical Requirements/Capabilities, which is an Excel document to be filled out by the Offeror. Offerors are to provide Attachment B in both Excel format, and also in PDF format appended to the responses to Attachment A (Tabs 14).

Proposal Supplements Any Offeror-submitted materials or documentation not specifically requested through this RFP may be included as a separate Appendix to the Proposal.

Pricing Proposal (Complete all pages).

The Offeror's Pricing Proposal shall consist of two sections, as further described below:

The completed Cost Worksheets as contained in Attachment C – Cost Worksheets. Offerors shall not modify the worksheets in any way.

A narrative description of the proposed costs in response to Attachment D – Cost Narrative, including:

- The Offeror's pricing as provided in vendor's standard quoting/pricing format.
- The Offeror's standard travel and expense policy.

*Failure to provide all documents or follow the provided order in your proposal may result in your submission being deemed non-responsive.

The City of Surprise reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request



for proposals, unless clearly and specifically noted in the proposal submitted, and confirmed in the contract between the City of Surprise and the firm selected.

IV.D Alternate Proposals, Partnerships and Offerors of Subsets of Functionality

Alternate Proposals:

- The City will not be accepting alternate Proposals for evaluation.
- Offerors may submit multiple Proposals for evaluation. For example, if an Offeror offers one or more “branded” products that may meet the needs of the City they are encouraged to separately propose each software package for consideration.
- Software companies that deliver their solution through one or more consulting firms (system integrators) are also allowed to submit more than one Proposal for consideration through differing consulting firms.
- A separate Proposal package submitted in accordance with Attachment A - Proposal Response Forms is required in order for the City to accurately evaluate each Proposal independent of the other.

Partnerships:

Offerors are encouraged to establish partnership relationships to fully provide all requirements defined by the RFP.

- Offerors engaged in a partnership relationship shall submit a single proposal in response to this RFP.
- Partnership relationships shall be clearly defined by proposal responses. Such definition shall identify the entity in the partnership relationship deemed to be the Prime Vendor.
- Each Vendor engaged in the partnership shall respond to any and all applicable portions of this RFP that relate to the work that will be performed, or the capabilities provided. For example, each Vendor shall provide references, and each Vendor shall respond to the Company Background and History questions.

Offerors of Subsets of Functionality:

As part of this process the City will be allowing Offerors to submit point solutions (best of breed) and encourages Offerors to participate in this process in order to consider and evaluate a range of marketplace offerings.

- The City recognizes that the scope of functionality in this RFP may be met through a combination of systems that specialize on a modular or functional area basis. The City is willing to consider best-of-breed solutions (“point” solutions), subject to certain conditions as outlined in this section.



- The City has a preference on software solutions that provide for the highest level of fit and facilitate the exchange of information between any disparate systems.
- Offerors are encouraged to propose on a subset of functionality if the proposed software cannot provide functionality for all requested modules. Offerors may propose solutions that address a subset of functionality, provided the software is able to address, at a minimum, one of the following areas:
 - B. Human Capital Management System (Tabs 2 – 4 and 7 – 14 of Attachment B) – Vendors must also respond to Tabs 1, 15 and 16.
 - a. Learning and Performance Management (Tabs 5 – 6 of Attachment B) – Vendors must also respond to Tabs 1, 14, 15, and 16.

This does not preclude vendors from partnering, or addressing more than one of the above areas but is rather intended to identify the minimum scope that must be presented in each proposal.

The City will consider proposers of a subset of functionality on the relative merit of the functionality proposed based on the evaluation criteria laid forth in this RFP and reserves the right to enter into negotiations for one or more proposers in order to achieve a “best-of-breed” solution.

- The City reserves the right to make one or more awards to competing Offerors for subsets of functionality as a result of this RFP. In the event the City should make awards to one or more competing Offerors, it shall be expected that additional discussion will take place between the City and the Offerors to define requirements and an approach to building an integration or interface between the selected systems. In such instance, the City expects that the Offerors will work together as necessary to develop the necessary integration once one has been identified.

City and Project Staffing

The City intends to have functional and technical resources available during Project implementation, though it is noted that the City does not anticipate dedicating staff full-time to the implementation in addition to managing their core job responsibilities. This applies to both functional resources as well as technical resources internal to the City. It is anticipated that some functional leads will serve as the functional lead, or a subject matter expert, across one or more modules – particularly within the financial modules of a future system – during the implementation process.

Staffing considerations are a consideration for the City in terms of both the implementation process as well as supporting the software once in an operations mode. Vendors are encouraged to submit questions to the City during the RFP questions period to solicit such additional information as is necessary to adequately estimate the resource commitments that would be expected of the City during implementation, and post go-live for ongoing support of the system(s). Additional resource planning will be performed based upon the selected Offeror(s).



Offerors shall clearly indicate in the proposal responses the estimated level of City resource involvement in the implementation process, in order to allow the City to perform adequate planning. The City will utilize the response to Offerors' Resource Hour Estimates in Attachment A, Tab 3, of Proposals as an input into the staffing plan the City develops, and requests that Offerors clearly articulate estimated staffing considerations in their responses.

Deployment Model

The City is open to considering various deployment models, and has structured the RFP to allow for the evaluation of the deployment model as but one factor in the overall procurement process. The City wishes to evaluate the greatest range of marketplace offerings feasible through this process.

The City recognizes there are many factors contributing to a comparison of cost Proposals for these various deployment methods including needed infrastructure and/or hardware costs, the potential for reduced hardware and support costs in hosted/SaaS models, a particular Offeror's approach to managing upgrades, and technical staffing needs. The City is open to considering all deployment models in light of the breadth of functionality and available solutions in the marketplace to address those functional areas. The City will consider, in no particular order, the following deployment models:

- A. On Premise (locally hosted at the City, perpetual licenses)
- B. Software as a Service (SaaS or subscription-based models)
- C. Offeror hosted (hosted and managed by the Offeror, perpetual licenses)

Cost sheets have been provided under Attachment C – Cost Worksheets for pricing each of the deployment models.

This solicitation is not a bid process nor will it follow a lowest-priced responsive Proposal process, but will be based on most advantageous Proposal(s) utilizing the [Evaluation Criteria](#) listed in the RFP, including the review of life cycle costs (i.e. recurring costs, hardware, third-party licenses, etc.).

In developing proposals, Offeror's shall clearly define the proposed deployment model including the licensing model as well as any perceived benefits of the proposed model. In the event two or more products are proposed under the same proposal (e.g., through a partnership or offered by the same company) the Offeror shall clearly indicate in both the technical proposal (Attachment A, Tab 2) and cost proposal (Attachment C) the deployment model for each proposed software product.

The City does not have a preference as to a specific hosting location, but does have a requirement toward the hosting being within the contiguous United States. Vendors are requested to specify the hosting location in proposal responses, specifically as part of Tab 8 to proposal responses. (Please see Attachment A for further instruction).



IV.E INQUIRIES

Any question related to the Request for Proposal must be submitted in writing through the OpenGov Question/Answer Tab via the City's e-Procurement portal, on or before, January 24, 2025. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly. All questions submitted and answers provided shall be electronically distributed to bidders following this solicitation on the City's e-Procurement Portal.

IV.F NON-MANDATORY PROSPECTIVE OFFERORS CONFERENCE

A non-mandatory Pre-Proposal Vendor Teleconference will be held on Tuesday, January 14, 2025, at 9:00 a.m. Phoenix, AZ time.

Vendors that are interested in participating in the Pre-Proposal Vendor Teleconference shall join using this Microsoft Teams

Meeting ID 217 401 029 88

Passcode: vW23uz3o

The format of the Pre-Proposal Vendor Teleconference will be an overview presentation of the RFP, its contents, the RFP Schedule of Events, and additional topics. Following the presentation, Vendors will be able to ask questions related to the RFP or the overall process. The City will attempt to answer all questions at that time, but answers provided shall not be binding.

Following the Pre-Proposal Vendor Teleconference, the City may post online the material questions asked and their respective answers in an addendum.

IV.G LATE PROPOSALS

Late proposals will not be considered.

IV.H WITHDRAWAL OF PROPOSAL

At any time prior to the specified proposal due date and time, proposals may be withdrawn through the City's e-Procurement Portal, the responding firm may "unsubmit" their proposal in OpenGov. After withdrawing a previously submitted proposal, the responding firm may submit another proposal at any time up to the deadline for submitting proposals prior to the proposal opening.

IV.I VENDOR REGISTRATION

The successful Offeror must have a completed vendor registration for vendor payment with the City of Surprise Procurement Division. Vendor registration for proposal submissions shall be completed by creating a FREE account with OpenGov by signing up at

<https://secure.procurenow.com/signup>.



IV.J RESPONSIVE OFFEROR

An Offeror determined by the Procurement Manager to have submitted a proposal that conforms in all material respects to the requirements of the proposal documents.

IV.K RESPONSIBLE OFFEROR

An Offeror determined by the Procurement Manager to have the following qualities:

- a) The ability, capacity, experience and skill to provide the goods and/or services in accordance with proposal specifications;
- b) The ability to provide the goods and/or services promptly, or within the time specified, without delay or interference;
- c) The equipment, facilities and resources of such capacity and location to enable the Offeror to provide the goods and/or services;
- d) The ability to provide future maintenance, repair, parts and service for the use of the goods and/or services purchased, if applicable;
- e) The quality and adaptability of the materials, supplies or services required or necessary to the particular use;
- f) The financial resources to perform the Contract.

IV.L PROPOSAL EVALUATION

Award(s) will be made to the responsible and responsive Offeror(s) whose proposal(s) conforms in all material respects to the requirements and criteria set in the Request for Proposal. The City will be the sole judge as to the acceptability of the products and/or services offered.

During the evaluation process, the City of Surprise reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers. At the discretion of the City of Surprise, firms submitting proposals may be requested to take part in interviews as part of the evaluation process.

If interviews are conducted, the Evaluation Committee will determine the Offerors best suited to meet the needs of the City based on the scoring of the evaluation criteria. These Offerors will form the "Offeror Short List" that may be invited for interviews.

Interviews will be conducted at City offices. Time limitations and presentation requirements will be provided with the "Offeror Short List" notification. Each Evaluation Committee member will score each interview. Interview scores will be the sole determining factor for selection.

The City may elect, at its sole option, not to conduct interviews with Offerors. The City may request additional information or clarification of Offerors and hereby reserves the right to select the particular response to this RFP that it believes will best serve its business and operational requirements, considering the evaluation criteria herein.

IV.M EVALUATION CRITERIA

The following evaluation factors are listed in descending order of importance. Topics should be addressed in the following order for ease of evaluator interpretation and evaluation. The



committee will evaluate and rank the offers, based on the following criteria & weight:

1. Functionality 35%
2. Technical 10%
3. Approach 25%
4. Offeror's Experience 5%
5. Proposed Staff Experience 5%
6. Pricing 20%

IV.N AWARD OF CONTRACT

a) Unless the prospective offeror states otherwise, or unless provided within this Request for Proposal, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

b) A response to a Request for Proposal is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's Request for Proposal and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the City. The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the Request for Proposal; unless modified by a Solicitation Addendum or a Contract Amendment.

c) Notwithstanding any other provision of this Request for Proposal, The City expressly reserves the right to:

- i. Waive any immaterial defect or informality: or
- ii. Reject any or all proposals, or portions thereof, or
- iii. Reissue a Request for Proposal.

IV.O DISCUSSIONS

In accordance with the City of Surprise Procurement Code, after the initial receipt of proposals, discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for award.

IV.P PROTESTS

Any interested party wishing to protest the intent to award a contract must submit a written protest to the purchasing manager in accordance with the Bid Protests policy which may be found at

https://library.municode.com/az/surprise/codes/municipal_code?nodeId=PTIGEOR_CH2AD_ARTIXPRCO_S2-349BIPR no later than 14 calendar days after notification of the intent to award.

Untimely protests will not be considered.



V. Evaluation Phases

V.A Phase 1

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Functionality This criterion considers but is not limited to the following: <ul style="list-style-type: none">• The Offeror's written responses to the Functional and Technical Requirements for proposed functional areas and overall software solution.• The ability for the proposed software to integrate with the City systems environment.	Points Based	35 <i>(35% of Total)</i>
2.	Technical This criterion considers but is not limited to the following: <ul style="list-style-type: none">• Alignment of the proposed software to the City's preferred technical specifications.• The Offeror's written response to each Potential Interface.• The level of integration among proposed functional areas.	Points Based	10 <i>(10% of Total)</i>

3.	<p>Approach This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> • The described approach to implement an enterprise system to achieve the City's goals and objectives. • The alignment of the proposed implementation timeline to the City's desired timeline. • The distribution of implementation tasks among City and Offeror teams. • The proposed resources hours among City and Offeror teams. • The Offeror's approach to key implementation tasks including but not limited to data conversion, testing, and training. • The Offeror's planned ongoing support and maintenance services. 	Points Based	25 (25% of Total)
4.	<p>Offeror Experience This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> • The Offeror's experience delivering the services requested in the RFP. • The Offeror's experience with similar implementations for comparable organizations. • The Offeror's experience deploying comparable interfaces to the City's related applications. 	Points Based	5 (5% of Total)
5.	<p>Proposed Staff Experience This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> • The experience of named staff delivering services requested in the RFP. • The experience of named staff with similar implementations for comparable organizations. • The qualifications of named staff to deliver the services requested in the RFP with a focus on business process optimization. 	Points Based	5 (5% of Total)

6.	<p>Price</p> <p>This criterion considers, as applicable, the price of the software licensing, services, and terms of any offered ongoing maintenance and support (including applicable service level agreements, disaster recovery, etc.) proposed in response to the information solicited by this RFP. Offerors will be evaluated on their pricing scheme, as well as on their price in comparison to the other proposers.</p> <p>In evaluating cost, the City may evaluate on a fully loaded ten-year cost of ownership. Fully loaded is defined to include (but is not limited to): software purchase and implementation costs; ongoing support and service costs; hardware costs; and associated hardware support costs. The City reserves the right to add their own estimates of the costs (including any anticipated savings) associated with the required level of internal staffing (business users and IT staff) for implementation and for ongoing support, hardware and overhead costs and savings, and may rely on the Offeror's resource estimates as a basis for their calculations.</p> <p>Offerors of point solutions will be compared against other proposals for the respective functional area group.</p>	Points Based	20 (20% of Total)
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V.B Phase 2

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	<p>Interview and Vendor Demonstrations Up to three to five (3 to 5) shortlisted contractors may be invited to participate in interviews based on scoring of written proposals. If interviews are conducted, the interview criteria alone will be used in determining order on a final list. However, the City reserves the right to select contractor(s) based on the RFP submittals only and not to proceed to interviews. At the conclusion of the selection process, each of the rated elements for each contractor will be evaluated to determine the best qualified contractors. The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.</p> <p>A. Vendor Demonstrations: The City, at its sole discretion, reserves the right to have system demonstrations with those Offerors on the Vendor Shortlist, or any other Offeror. Demonstrations may be conducted at City offices. Demonstrations will involve a scripted demonstration. The schedule, scripts, and demonstration requirements will be provided with the invitation to participate in demonstrations. A Pre-Demonstration Vendor Teleconference will take place for those Vendors that have been shortlisted, and Offerors will have an opportunity to review the format of the demonstrations and ask questions related to procedure and specific demonstration scenarios. Vendors that are invited to participate in demonstrations are advised that the provided scripts must be strictly adhered to while presenting. Optional modules or functionality shall not be presented if they fall outside the scope of requested functionality or that functionality which has been proposed by the Offerors. The proposed version of the software must be shown, and must not include any software that is under development or in beta testing. Evaluation Committee members will</p>	Points Based	100 (100% of Total)
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	view the demonstrations, and additional City staff may also be in attendance to observe and provide informal feedback.		
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VI. Standard Terms and Conditions

VI.A OVERVIEW

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

VI.B DEFINITION OF TERMS

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

City – is defined as the City of Surprise, Arizona.

Contract – is defined as the resulting agreement between the City and the Contractor pursuant to this solicitation including, but not limited to, the combination of the Solicitation, including the Special Terms and Conditions, the Standard Terms and Conditions, the Construction Special Terms and Conditions, the Construction Standard Terms and Conditions, Insurance Requirements, and the Specifications and Statement of Scope of Work/Services; the Offer; and any Solicitation amendments or Contract Amendments.

Contract Amendment – is defined as a written document signed by the Procurement Manager that is issued for the purpose of making changes in the Contract.

Contractor – is defined as the Offeror who was awarded the Contract with the City.

Day(s) – are defined as calendar Days unless otherwise specified.

Exhibit – is defined as any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

Gratuity – is defined as a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

Good(s) – are defined as articles moveable at the time of sale, including, but not limited to, equipment, supplies, consumable items, commodities, materials, products, parts, assets, or the like, received by the City in the execution of a Contract.

Offer – is defined as the bid, proposal, or qualifications submitted in response to this Solicitation that may be awarded the Contract.



Offeror – is defined as the individual or legal entity that submitted the Offer to this Solicitation.

Procurement Code - is defined and codified as Surprise Municipal Code, Article II, Chapter 9, Sec. 2-335 *et seq.*, which is publicly accessible.

Procurement Manager – is defined as the person, or his or her designee, duly authorized by the City to enter into and administer Contracts and make written determinations with respect to the Contract.

Service(s) – are defined as the work performed or the furnishing of labor, time or effort expended by a contractor or subcontractor, including, without limitation, all work, labor, time, effort, personnel, construction, equipment, products, supplies, parts, or other materials used in the performance of a Contract. The term "Services" does not involve: the delivery of a specific end product, other than required reports and performance; employment agreements; or, collective bargaining agreements.

Solicitation – is defined as this Request for Proposal ("RFP") by which the City invites potential contractors to participate in a procurement.

Subcontract – is defined as any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any Good and/or any Service required for the performance of the Contract.

VI.C CERTIFICATION

By signature in the Offer Section of the *Offer and Acceptance Award* page, the Offeror certifies:

- A. The submission of the Offer did not involve collusion or other anti-competitive practices;
- B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246; and
- C. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, Gratuity, special discount, trip favor, or service to a public servant in connection with the submitted Offer. Failure to sign the Offer, or signing it with a false statement, shall void the Offer and/or any resulting Contracts, and the Contractor may be debarred.

VI.D CONTRACT

The Contract between the City and the Contractor shall consist of: (1) the Solicitation, including instructions, all terms and conditions, Specifications, scopes of work, Attachments, and any amendments thereto, and (2) the Offer submitted by the Contractor in response to the Solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written Contract shall govern in case of conflict with the applicable requirements stated in the



Solicitation or the Contractor's Offer. The Solicitation shall govern in all other matters not affected by the written Contract.

VI.E CONTRACT AMENDMENTS

This Contract may be modified only by a written Contract Amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

VI.F CONTRACT APPLICABILITY

The Contractor shall substantially conform to the terms, conditions, Specifications and other requirements of this Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Contractor and the City, are not applicable to this Solicitation or any resulting Contract.

VI.G NON-EXCLUSIVE CONTRACT

Any Contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like Goods and/or Services from another source when necessary. Off-Contract purchase authorization may only be approved by the Procurement Manager. Approval shall be at the discretion of the Procurement Manager and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-Contract procurement shall be consistent with the Procurement Code.

VI.H CONTRACT ORDER OF PRECEDENCE

In the event of conflict in the provision of the Contract, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:

- a) Special Terms and Conditions
- b) Standard Terms and Conditions
- c) Statement or Scope of Work
- d) Specifications
- e) Attachments
- f) Exhibits
- g) Documents referenced or included in the Solicitation
- h) Proposal Submittal including any ancillary / service contract
- i) Purchase Order Terms and Conditions



VI.I CONFLICTING TERMS

In the event of a conflict between the Exhibits and Standard Terms and Conditions, the Standard Terms and Conditions of this Contract will govern. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation will govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of Contractor, and such written Contract will govern in case of conflict with the applicable requirements stated in the Solicitation or the Contractor's Offer.

VI.J TERMINATION; CANCELLATION

- A. For the City's Convenience: This Contract is for the convenience of the City and may be immediately terminated without cause after receipt by the Contractor of written notice by the City. Upon termination for convenience, Contractor will be paid for all undisputed services performed up to the termination date.
- B. Conflict of Interest: This Contract is subject to the provisions of A.R.S. § 38-511. The City may cancel this Contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Contract on behalf of the City or any of its departments or agencies is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the Contract subject.
- C. Fund Appropriation Contingency: Contractor understands that the continuation of this Contract is subject to the budget of the City providing for the contract item as an expenditure. The City cannot assure that the budget item for funding this Contract will be approved in the future. In such event, the City may terminate this Contract.

VI.K DEFAULT

The City, by written notice of default to the Contractor, may terminate the whole or any part of this Contract in any of the following circumstances:

- A. If the Contractor fails to make delivery of the Goods and/or to perform the Services within the time specified; or
- B. If the Contractor fails to perform any of the other provisions of this Contract and fails to remedy the situation within a period of ten (10) Days after receipt of notice.

In the event the City terminates this Contract, in whole or part, the City may procure Goods and/or Services similar to those terminated, and the Contractor shall be liable to the City for any excess costs for such similar Goods and/or Services.



VI.L DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH

Contractor shall deliver conforming Goods in each installment of this Contract and may not substitute nonconforming Goods. Delivery of nonconforming Goods or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.

VI.M GRATUITIES

The City may, by written notice to the Contractor, cancel this Contract if it is found by the City that Gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this Contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the Gratuity. Paying the expense of normal business meals which are generally made available to all eligible City government customers shall not be prohibited by this paragraph.

VI.N APPLICABLE LAW; VENUE

In the performance of this Contract, Contractor will abide by and conform to any and all laws of the United States, the State of Arizona, and the City, including, but not limited to, existing and future federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act of 1970, the Procurement Code, and any other existing or future federal or state laws applicable to this Contract. Further, Contractor shall comply with Arizona Revised Statutes, Title 34, when applicable. This Contract is governed by the laws of the State of Arizona and suit pertaining to this Contract may be brought only in courts in the State of Arizona in Maricopa County.

VI.O LEGAL REMEDIES

All claims and controversies shall be subject to resolution according to the terms of the Procurement Code.

VI.P PROVISIONS REQUIRED BY LAW

Each and every provision of law and any clause required by law to be in the Contract will be read and enforced as though it were included 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 promptly be physically amended to make such insertion or correction.



VI.Q SEVERABILITY

The provisions of this Contract are severable. To the extent that any provision is held to be invalid by a court of competent jurisdiction, such holding will not affect any other provision of the Contract which may remain in effect without the invalid provision.

VI.R RELATIONSHIP TO PARTIES; INDEPENDENT CONTRACTOR

Each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party may not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and the Contractor agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Contract. Contractor, its employees, and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees, or subcontractors. Contractor, and not the City, will determine the time of its performance of the Services so long as Contractor meets the requirements of this Contract. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere.

VI.S ENTIRE AGREEMENT; INTERPRETATION-PAROL EVIDENCE

This Contract represents the entire agreement of the parties with respect to its subject matter. All previous agreements, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by this Contract. No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth in this Contract. This Contract will be construed and interpreted according to its plain meaning, and no presumption will be deemed to apply in favor of or against the party drafting the Contract. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in drafting, reviewing, and entering into this Contract.

VI.T ASSIGNMENT; SUBCONTRACTOR

No right or interest in this Contract may be assigned by Contractor without prior written permission of the City, signed by the Procurement Manager or their designee. No delegation of any duty of the Contractor may be made without prior written permission of the City, signed by the Procurement Manager or their designee. Any attempted assignment or delegation by the Contractor in violation of this provision is a breach of this Contract by the Contractor.

VI.U SUBCONTRACTS

No subcontract may be entered into by Contractor with any other party to furnish any of the Goods and/or Services specified herein without the prior written approval of the Procurement



Manager. Contractor is responsible for performance under this Contract whether or not subcontractors are used.

VI.V RIGHTS AND REMEDIES

No provision in this Contract may be construed, expressly or by implication, as waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of this Contract. The failure of the City to insist upon the strict performance of any term or condition of this Contract or to exercise or delay the exercise of any right or remedy provided in this Contract, or by law, or the City's acceptance of and payment for services, will not release Contractor from any responsibilities or obligations imposed by this Contract or by law, and will not be deemed a waiver of any right of the City to insist upon the strict performance of this Contract.

Remedies provided under this Contract or otherwise shall survive termination of this Contract.

VI.W INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the City and its council members, managers, officers, boards, commissions, officials, employees, or agents (collectively "Indemnified Party"), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, claims processing, investigation, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), including negligence, insofar as such Claims (or actions with respect thereof) relate to, arise out of, or are caused by, or in connection with the City entering into this Contract, or the acts or omissions of any Indemnified Party acting pursuant to or in furtherance of this Contract. Contractor shall further indemnify, defend and hold harmless any Indemnified Party for, from and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, claims processing, investigation, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions with respect thereof) relate to, arise out of, or are caused by, or in connection with the negligent or willful acts or omissions of work or professional services of Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Contract. In consideration of the award of this Contract, Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by Contractor for the City. The amount and type of insurance coverage required by this Contract will in no way be construed as limiting the scope of the indemnity in this section.

VI.X OVERCHARGES BY ANTITRUST VIOLATIONS

The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. 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.

VI.Y FORCE MAJEURE

Except for payment for sums due, neither party will be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; plague; pandemics (including without limitation, the COVID-19 pandemic); epidemics; quarantine orders or directives by a governmental entity; outbreaks of infectious disease or any other public health crisis, including without limitation, quarantine or other employee restrictions; fire; floods; lockouts, injunctions-interventions-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure notifies the other party of the existence of the force majeure and will be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract. Force majeure will not include the following occurrences:

- A. Failure or delay resulting from general economic conditions or other market effects, foreseen or unforeseen, including any increase in the cost of materials, supplies, or services, or any decrease in profit or profit margins resulting therefrom;
- B. Late delivery of equipment, materials, or other Goods or Services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences; or
- C. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this section.

VI.Z RIGHT TO ASSURANCE

Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, they may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within seven (7) Days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

VI.AA RIGHT TO AUDIT RECORDS

The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City.



VI.BB RIGHT TO INSPECT PLANT

The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

VI.CC WARRANTIES

Contractor warrants that all Goods and/or Services delivered under this Contract shall conform to the specifications of this Contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this Contract. Mere receipt of shipment of the Goods and/or Services specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the Solicitation. Contractor warrants that the Services rendered will conform to the requirements of this Contract and to the highest professional standards in the field.

All Goods supplied under the specifications hereunder shall be fully guaranteed by the Contractor for a minimum period of twelve (12) months from the date of acceptance by the City. Any defects of design, workmanship, or materials that would result in non-compliance with the Contract specifications shall be fully corrected by the Contractor (including parts and labor) without cost to the City.

VI.DD INSPECTION; ACCEPTANCE

All Services will be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. All Goods and/or Services are subject to final inspection and acceptance by the City. Goods and/or Services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect by a written determination to do any or all of the following:

- A. Waive the non-conformance;
- B. Stop the work immediately; and/or
- C. Bring the Goods and/or Services into compliance.

VI.EE TITLE AND RISK OF LOSS

The title and risk of loss of Goods and/or Services shall not pass to the City until the City actually receives the Goods and/or Services at the point of delivery, unless otherwise provided within this Contract.



VI.FF NO REPLACEMENT OF DEFECTIVE TENDER

Every tender of Goods shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.

VI.GG SHIPMENT UNDER RESERVATION PROHIBITED

Contractor is not authorized to ship Goods under reservation and no tender of a bill of lading will operate as a tender of the Goods.

VI.HH LIENS

All Goods and/or Services must be free of all liens and, if the City requests, a formal release of all liens must be delivered to the City.

VI.II PATENTS AND COPYRIGHTS

All services, information, computer program elements, reports and other deliverables, which may be patented, copyrighted, or otherwise protected by another intellectual property right and created under this Contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City. All documents prepared and submitted to the City by Contractor pursuant to this Contract will be the property of the City, including without limitation, all intellectual property rights to such documents prepared and submitted to the City.

VI.JJ PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL

All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

VI.KK COST OF BID/PROPOSAL PREPARATION

The City shall not reimburse the cost of developing presenting or providing any response to this Solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

VI.LL PUBLIC RECORDS

Notwithstanding any provisions of this Contract regarding confidentiality, secrets, or protected rights, Contractor acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, Contractor understands that



disclosure of some or all of the items subject to this Contract may be required by law. In the event the City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Contractor, the City agrees to provide Contractor with notice of that request. Within ten (10) Days of such notice, Contractor must inform the City in writing of any objection by Contractor to the disclosure of the requested information. Failure by Contractor to object timely will waive Contractor's ability to object under this Section and will waive any remedy against the City for disclosure. In the event Contractor objects to disclosure within the time specified, Contractor agrees to handle all aspects related to the request including properly communicating with the requestor and timely responding with information. Furthermore, Contractor agrees to indemnify, defend, and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments assessed against the City. This provision will survive the termination of this Contract.

VI.MM CONFIDENTIALITY OF RECORDS

Contractor must establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Contract will not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons will not be divulged other than to employees, agents, or officers of the Contractor as needed for the performance of duties under this Contract.

VI.NN CONFIDENTIAL INFORMATION

- A. If a person or entity believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Procurement Manager of this fact shall accompany the submission and the information shall be identified.
- B. The information identified by the person as confidential shall not be disclosed until the Procurement Manager makes a written determination.
- C. The Procurement Manager shall review the statement and information and shall determine in writing whether the information shall be withheld.
- D. If the Procurement Manager determines to disclose the information, the Procurement Manager shall inform the Offeror in writing of such determination.

VI.OO ADVERTISING

Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the Procurement Manager.



VI.PP DELIVERY ORDERS

The City shall issue a purchase order for the Goods and/or Services covered by this Contract. All such documents shall reference the Contract number as indicated on the *Offer and Acceptance Award* form under the Vendor Response section.

VI.QQ FUNDING

Contractor understands that the continuation of this Contract after the close of any given fiscal year of the City, which ends on June 30 each year, shall be subject to the budget of the City providing for the Contract item as an expenditure. The City cannot assure that the budget item for funding this Contract will be approved in the future, as such assurance would be a legislative and policy determination of the City Council at the time of the adoption of the budget. Should the funding of the Contract not be approved by City Council, the City may terminate this Contract as of the close of its fiscal year. The City represents that it intends to pay all monies due, if such funds have been legally appropriated.

VI.RR BILLING

All billing notices to the City shall identify the specific Goods and/or Services being billed and the purchase order number. Goods and Services are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the Contract number resulting from this Solicitation. Contractor shall submit invoices to the City of Surprise Accounts Payable Department, 16000 N Civic Center Plaza, Surprise, AZ 85374. Invoices may also be submitted electronically to accountspayable@Surpriseaz.gov.

VI.SS PAYMENT

The City will pay Contractor subject to Contractor submitting an invoice to the City for each requested payment. Invoices will itemize all Goods provided and/or Services completed up to the date of the invoice and provide sufficient detail about the Services completed to support the payment requested. Upon approval of the invoice, the City will pay the invoiced amount to Contractor. Payment Terms shall be Net 30, and the Offeror shall not require the City to set up any credit services of any nature whatsoever. The City shall not be required to pay any invoices that are not submitted within sixty (60) calendar days of completion of services, work and/or delivery of any goods.

VI.TT COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS

Contractor warrants that it complies with all federal immigration laws and regulations that relate to its employees and that it complies with A.R.S. § 23-214(A). Contractor acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract, and that the City retains the



legal right to inspect the papers of any employee who works on the Contract to ensure compliance with this warranty.

VI.UU PROHIBITION ON BOYCOTT OF ISRAEL

Contractor hereby certifies that it does not, and will not, participate in during the term of this Contract, a boycott of Israel in accordance with ARS §35-393.01. Contractor hereby agrees to indemnify and hold harmless the City, its agents and employees from any claims or causes of action relating to the City's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such an action.

VI.VV LAWS AND REGULATIONS

Contractor must at all times during the performance of its duties under this Contract ensure that it and any person for whom Contractor is responsible remains in compliance with all rules, regulations, ordinances, statutes, or laws affecting the Services, including, without limitation, existing and future: (i) City and County ordinances and regulations, (ii) state and federal laws, and (iii) Occupational Safety and Health Administration standards.

VI.WW CONTRACTOR PERSONNEL

Contractor will provide adequate, experienced personnel capable of and devoted to the successful completion of the Services within the term of this Contract.

VI.XX LICENSES; MATERIALS

Contractor must maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by Contractor. The City has no obligation to provide Contractor, its employees, or subcontractors any business registrations or licenses required to perform the specific Services set forth in this Contract. The City has no obligation to provide tools, equipment, or material to Contractor.

VI.YY CITY OF SURPRISE BUSINESS LICENSE

The Surprise Municipal Code (SMC), Sec. 26-20 requires that all persons conducting business in the City must first obtain a license. This includes businesses within the Surprise City limits, or those outside the limits who conduct business or perform services within Surprise. SMC, Sec. 26-27 includes exemptions for certain businesses from the requirement of obtaining a City business license; the City reserves the right to make a final determination on whether such a license is required.



VI.ZZ ATTORNEYS' FEES

Each party hereto shall bear its own costs, expenses, and attorneys' fees in connection with the performance of this Contract and/or any breach or default thereof.

VI.AAA OWNERSHIP OF DATA AND TRANSITION

Any and all City data stored on the Contractor's servers or within the Contractor's custody is the sole property of the City. The Contractor, subcontractor(s), officers, agents, and assigns shall not make use of, disclose, sell, copy or reproduce the City's data in any manner, or provide to any entity or person outside of the City without the express written authorization of the City.

In the event resulting Contract is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth, the Selected vendor shall:

- a. Incur no further financial obligations for materials, Services, or facilities under the Contract without prior written approval of the City;
- b. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the City may direct, for orderly completion and transition; and
- c. Make available to the City, at no cost, all City data stored within the system, stored on the Contractor's servers, or within the Contractor's custody, within fifteen (15) days of termination or City request. Such data shall be provided in a machine-readable format as agreed-upon by the parties.

In the event resulting Contract is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth, the City shall:

- d. Retain ownership of all data, work products, and documentation, created pursuant to the resulting Contract.

VI.BBB DATA PRIVACY AND SECURITY

Contractor shall comply with all relevant federal, state, and local laws and regulations on security and privacy. Contractor shall have and follow a disaster recovery plan. Contractor shall only store and process City data within the continental United States. If applicable to the Contract, the Contractor shall back up all City data daily to an offsite hardened facility.

VII. Special Terms and Conditions

VII.A PURPOSE

Pursuant to provisions of the City Procurement Code, the City of Surprise, Procurement Division intends to establish a contract for ERP.



VII.B AUTHORITY

This Solicitation as well as any resultant Contract is issued under the authority of the Procurement Manager. No alteration of any resultant Contract may be made without the express written approval of the Procurement Manager in the form of a Contract Amendment. Any attempt to alter any Contract without such approval is a violation of the Contract and the Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension, and/or debarment of the Contractor.

VII.C OFFER ACCEPTANCE PERIOD

In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for One hundred - twenty (120) days after the opening time and date.

VII.D TERM OF CONTRACT

The term of any resultant Contract shall commence on the date of award and shall continue for a period of three (3) years thereafter, unless terminated, cancelled or extended as otherwise provided herein.

VII.E CONTRACT EXTENSION

By mutual written Contract Amendment, any resultant Contract may be extended for supplemental periods of up to a maximum of one (1) year.

VII.F CONTRACT TYPE

The Contract resulting from this Solicitation shall be in form and content satisfactory to the City and shall include, without limitation, the terms and conditions provided for in this Solicitation and any sample agreement provided by the City, and such other terms and conditions as the City deems necessary and appropriate. The resulting Contract from this Solicitation shall be a not-to-exceed based contract, subject to the Payment Terms identified in Attachment D for the various cost types.

The standard of performance for the Contract resulting from this Solicitation shall be in accordance with the highest applicable standards in the financial information software industry. The initial Contract price will be based on prices submitted by the selected Offeror, subject to Contract negotiations with the City, and shall remain firm for the initial term of the Contract. Price adjustments may be negotiated at the request of either party in the extension periods with mutual agreement of the parties in writing. A party proposing a price change in an extension period must notify the other party at least one-hundred eighty (180) days prior to the commencement of any extension period.



VII.G MULTIPLE AWARD

In order to assure 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 potential offeror.

VII.H ESTIMATED QUANTITIES

The City anticipates considerable activity resulting from Contracts that will be awarded as a result of this Solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential offeror.

VII.I PRICE ADJUSTMENT

The City of Surprise Procurement Division will review fully documented requests for price increases after any Contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of Contract extension and will be a factor in the extension review process. The City of Surprise Procurement Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.

The City may accept justifiable price increases outside of the Contract extension period, but it will be at the sole discretion of the City. The Offeror shall provide justification that a change in market conditions is the sole reason for the increase.

VII.J LIQUIDATED DAMAGES

If liquidated damages are assessed, such damages shall be calculated at the rate specified in Maricopa Association of Governments Section 108.9 per calendar day.

- A. If the Contract is not terminated, the Contractor shall continue performance and be liable to the City for the liquidated damages until the Goods are delivered or Services performed.
- B. In the event the City exercises its right of termination, the Contractor shall be liable to the City for any excess costs, and in addition, for liquidated damages until such time the City may reasonably obtain delivery or performance of similar Goods and/or Services.

VII.K KEY PERSONNEL

It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of the Services to be performed under this Contract. 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 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, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

VII.L MAINTENANCE

The equipment specified in this solicitation is dependent upon the availability of prompt professional service. In order to be considered for award, each potential Contractor is required to have existing maintenance facilities with sufficient parts inventory and trained technicians experienced in providing quality service on the equipment specified. Maintenance facilities are subject to inspection by the City to determine adequacy

Response time for a technician to be on-site to service the specified equipment shall be no later than 12 business hours (7:00 A.M.-7:00 P.M., Monday-Friday) after notification by a Department of a requirement for service.

VII.M TAXES

Prices offered shall include all applicable State and local taxes. The City will pay all applicable taxes. Taxes must be listed as a separate item on the price sheet attached to this Solicitation and on all invoices. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax.

VII.N WARRANTY

Each offer shall include a complete and exclusive statement of the product warranty.

VII.O TRAINING

Each offer shall include a complete statement of the training that shall be provided by the vendor for equipment supplied.

VII.P PRICE ADJUSTMENT

The City of Surprise Procurement Division will review fully documented requests for price increases after any Contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of Contract extension and will be a factor in the extension review process. The City of Surprise Procurement Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.



The City may accept justifiable price increases outside of the Contract extension period, but it will be at the sole discretion of the City. The Offeror shall provide justification that a change in market conditions is the sole reason for the increase.

VII.Q IDENTITY THEFT PREVENTION

The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by ARS § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of its duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this Contract to review the City's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the Contractor shall have all of the following Identity Theft procedures in place:

- A. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
- B. Ensure that any website used in the performance of the Contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this Contract.
- C. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the Contract-retention requirements which is five (5) years.
- D. Ensure that office computers are password protected and that computer screens lock after a set period of time.
- E. Ensure that offices and workspaces containing customer information are secure.
- F. Ensure that computer virus protection is up to date.

VII.R Technology Terms and Conditions

The following terms and conditions shall apply to any software (such as on-premise software), cloud computing (such as software-as-a-service, platform-as-a-service, or infrastructure-as-a-service), data services, hardware, and the like (collectively, the "Technology" under this section) provided under this Contract.

- A. License Audits. If a license audit is required for the use of the Technology, Contractor shall provide the City with at least thirty (30) days' prior written notice before any such audit, including the methods to be used to perform the audit.



- B. Access to City Computer Resources. Contractor will not have full and free access to any City computer resources. The City will provide Contractor with access only to those computer resources needed to troubleshoot or maintain a specific issue.
- C. Guaranteed Uptime. The Technology shall have a guaranteed uptime of at least Ninety-Nine and 999/1000 Percent (99.999%).
- D. City Data. All records, data, or other information collected, learned, discovered, or otherwise provided by Contractor (or its subcontractors) under this Contract shall belong exclusively to the City ("City Data" for purposes of this paragraph). Contractor shall provide all City Data, in a machine readable format, to the City within thirty (30) days following any termination of this Contract. The City shall be capable of extracting all City Data from the Technology via secure file transfer or a secure API as frequently as needed during the term of this Contract.
- E. Authentication. The Technology shall be capable of authenticating users using Microsoft Azure AD, including the ability to have single sign-on (SSO) for all users of the Technology. The City may update this requirement as needed during the life of this Contract should the City move to a new authentication platform.
- F. Service-Level Agreement (SLA) Terms. The following SLA terms shall apply to the Technology and any maintenance/support thereof:
1. Severity Definitions:
 - a. "Critical" means the Software is not functional.
 - b. "High" means the Software's performance is significantly reduced or there is an issue that affects a central requirement for which there is no workaround.
 - c. "Medium" means an issue with the Software that affects a non-central requirement for which there is no workaround.
 - d. "Low" means an issue with the Software that affects a non-central requirement for which there is a workaround.
 2. Expected Response Time by Contractor Based on Severity Level:
 - a. Critical: One (1) hour.
 - b. High: Four (4) hours.
 - c. Medium: Eight (8) hours.
 - d. Low: Twenty-Four (24) hours.
 3. Contractor's response shall include communication via phone call from the City's Information Technology staff to Contractor support staff so that the City may fully describe the issue and provide remote connections to demonstrate the issue to Contractor.

4. "Resolution" (for purposes of this paragraph) means that an update to the Software is applied and the City confirms that the update is working per the solution specifications.
5. Expected Resolution Time by Contractor Based on Severity Level:
 - a. Critical: One (1) calendar day.
 - b. High: Two (2) calendar days.
 - c. Medium: Two (2) months.
 - d. Low: Six (6) months.
6. Contractor shall provide semi-annual reports to the City or access to case management data so the City may audit SLA compliance from the Contractor. Such reports or case management data shall include cases submitted, response times, and Resolution times. If Contractor fails to comply with these SLA terms, Contractor shall credit the City One Hundred Dollars (\$100.00) per day until Contractor can bring its performance back into compliance with these SLA terms.
- G. Security Reports. Contractor shall, or shall ensure, that annual audits of the Technology (as defined in this section) and Contractor's information technology systems' security controls and will provide a SOC 2 report.
 1. The City will prioritize Contractors with AZRAMP or FedRAMP designation.
 2. The reports shall include, without limitation, the effectiveness of the physical, logical, and administrative security, change management, and backup/recovery controls of the Technology and Contractor's information systems' security controls, and shall cover, at a minimum, the following trust principles: security; confidentiality; availability; processing integrity; and privacy. The most current report shall be available to the City upon request within ten (10) business days of receipt or completion of such report by Contractor. Contractor shall provide a SOC 2 report upon the award of this Contract.

VII.S CONFIDENTIALITY AND OWNERSHIP OF RECORDS, INFORMATION AND DATA

Contractor must establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records, on its servers or any cloud-based storage solution, or obtained from the City or from others in carrying out its obligations under this Contract will not be used or disclosed by Contractor, its agents, officers, or employees, except as required to perform Contractor's duties under this Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons will not be divulged other than to employees, agents, or officers of the Contractor as needed for the performance of duties under this Contract. Contractor understands and agrees that any and all customer information, meter reads, consumption history, and/or other data or information obtained by Contractor in the performance of this Contract are the sole and exclusive property of the City. The City exclusively



owns and controls said customer information, meter reads, consumption history, and/or other data or information, regardless of where or how Contractor elects to collect or store said data or information.

VIII. Insurance Requirements

VIII.A INSURANCE REQUIREMENTS

***THESE INSURANCE REQUIREMENTS ARE DEEMED A PART OF THE SPECIAL TERMS AND CONDITIONS SECTION OF THIS CONTRACT.**

Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor must purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an A.M. Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement Contract at the City's option.

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

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

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

Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.



VIII.B Commercial General Liability – Occurrence Form

i. Commercial General Liability – Occurrence Form

The policy shall include bodily injury, property damage, errors and omissions, personal injury and broad form contractual liability coverage.

General Aggregate \$2,000,000

Products – Completed Operations Aggregate \$1,000,000

Personal and Advertising Injury \$4,000,000

Blanket Contractual Liability – Written and Oral \$1,000,000

Fire Legal Liability \$ 50,000

Each Occurrence \$1,000,000

The policy shall be endorsed to include the following additional insured language: “The City of Surprise, its departments, agencies, boards, commissions, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.

The policy shall contain a waiver of subrogation against the City of Surprise, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

VIII.C Business Automobile Liability

ii. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

The policy shall be endorsed to include the following additional insured language: “The City of Surprise, its departments, agencies, boards, commissions, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.

The policy shall contain a waiver of subrogation against the City, as departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

VIII.D Worker’s Compensation and Employers' Liability

iii. Worker’s Compensation and Employers' Liability

The policy must include Workers' Compensation Statutory Employers' Liability Coverage



Each Accident \$ 500,000

Disease – Each Employee \$ 500,000

Disease – Policy Limit \$1,000,000

The policy shall contain a waiver of subrogation against the City of Surprise, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

VIII.E Professional Liability (Errors and Omissions Liability)

iv. Professional Liability

The policy must include professional liability coverage.

Each Claim \$2,000,000

Annual Aggregate \$4,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy will precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

The policy must cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract.

VIII.F Cyber Liability

The policy must include cyber liability coverage.

Each Occurrence \$5,000,000

Annual Aggregate \$5,000,000

The policy must be endorsed to include the City of Surprise and its departments, agencies, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of Contractor. The City of Surprise shall be named as an additional insured on all Certificates of Insurance (“COI”) and the COI should reference this Agreement.

The policy must contain a waiver of subrogation against the City of Surprise and its departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of Contractor.

VIII.G Additional Insurance Requirements

Additional Insurance Requirements: The policies shall include, and be endorsed to include, the following provisions:



City of Surprise, AZ
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Human Capital Management Enterprise System

The City of Surprise, its departments, agencies, boards, commissions, officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

a) Contractor's Coverage is Primary: The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

b) Notice of Cancellation: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given from the Contractor to the City. Such notice shall be sent directly to the City's Risk Management and Procurement divisions.

c) Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

d) Verification of Coverage: Contractor shall furnish the City with a declarations page of the liability insurance policy, as well as any amendments or riders in order to verify contractual insurance requirements are being satisfied. At a minimum, Contractor shall provide the following endorsements: (i) Additional Insured; (ii) Primary and Non-Contributory; and (iii) Waiver of Subrogation.

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

All certificates required by this Contract shall be sent directly to the City Procurement division. The City project/Contract number, if applicable, and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

VIII.H Subcontractors

Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above. Contractor shall ensure for any subcontractor policy required under this Contract and for any policy required by a Subcontract between Contractor and each subcontractor, the subcontractors' certificates of insurance shall list the "City of Surprise" as the



Certificate Holder and as an additional insured (and any other entities that are required to be listed as such), and shall identify in each certificate of insurance's description:

(i) this Contract by Contract Number, and

(ii) any Subcontract between the subcontractor and Contractor related to that subcontractor's work under this Contract.

VIII.I Approval

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

IX. Vendor Response

All vendor response sections marked required are **required responses**. Any failure to provide the required response for any section may result in a vendor's SOQ response being deemed non-responsive. It is the vendor's responsibility to ensure that all uploaded documents are accessible and appropriate for the corresponding section, and the City bears no responsibility to ensure compliance for a SOQ response.

IX.A Offer and Acceptance*

Please download the below documents, complete, and upload.

- [RFP Offer and Acceptance 32...](#)

*Response required

IX.B Offer and Acceptance*

By submitting a response to this solicitation, the authorized person(s) further certifies that the entity submitting a response to this solicitation ___ IS or ___ IS NOT currently debarred, suspended, or proposed for debarment by any governmental entity. The undersigned agrees to notify the City of any change in this status, should one occur, before the time an award has been made under this Request for Proposal.

☐ Is

☐ Is Not

*Response required

IX.C Proposal Response*

Upload the Proposal Response that must include:

- Cover/Transmittal Letter
- Attachment A and all associated Exhibits



- Attachment B (Must be completed.)
- Attachment C (Must be completed.)
- Attachment D Cost Narrative and supporting documentation (Must be completed.)

*Response required

IX.D Vendor W9*

Please upload a signed W9 Form

*Response required

IX.E Affidavit of Non-Collusion*

Please download the below documents, complete, and upload.

- [Affidavit of Non-Collusion.pdf](#)

*Response required

IX.F Immigration Warranty*

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. §23-214 related to the immigration status of its employees.

By completing and signing this form the contractor attests that it and all subcontractors performing work under the cited contract meet all conditions contained in this Immigration Warranty.

I hereby attest that:

- The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
- All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.

☐ Please confirm

*Response required

IX.G Certificate of Insurability*

I hereby certify that I am fully aware of Insurance Requirements contained in the Contract Documents for solicitation number 325213 and by the submission of this Offer I hereby assure the City that I am able to produce the insurance coverage required if I am awarded the Contract.

If I am awarded the Contract and then become unable to produce the insurance coverage specified within ten working days, I am fully aware and understand that this will make my



submission nonresponsive and I will be disqualified for this project and future projects for the City of Surprise.

☐ Please confirm

*Response required

IX.H License Requirements *

Please select one of the following.

☐ Offeror does not currently have a City of Surprise Business License, but will obtain and provide a copy upon contract award.

☐ Not Applicable

*Response required

IX.I License Requirement - Upload*

Please upload the following the licenses as required for this project.

A. Attach a copy of your City of Surprise Business License to your proposal submittal.

B. Attach copies of all required licensures required to furnish any goods and/or services for this contract.

*Response required

IX.J MBWE*

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise?

☐ Yes

☐ No

*Response required

IX.K MWBE Documentation

Please provide details and documentation of the certification.

IX.L Local Vendor*

Does your firm meet the definition of a Local Vendor?

“Local Vendor” is defined as having its headquarters, distribution point or locally-owned franchise located within the city limits; City of Surprise business license; and pays City of Surprise TPT Tax. **NO PREFERENCE WILL BE GIVEN TO LOCAL VENDORS.**

☐ Yes

☐ No

*Response required



IX.M COMPLIANCE WITH A.R.S. § 35-393 .01 CONFIRMATION*

The State of Arizona has enacted laws that prohibit the City from contracting with companies currently engaged in a boycott of Israel.

A.R.S. § 35-393.01 states:

35-393.01. Contracting; procurement; investment; prohibitions

A. A public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

B. A public entity may not adopt a procurement, investment or other policy that has the effect of inducing or requiring a person or company to boycott Israel.

A.R.S. § 35-393 defines "boycott," "company," and "public entity" as follows:

"Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:

1. In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies

2. In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

"Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.

"Public entity" means this state, a political subdivision of this state or an agency, board, commission or department of this state or a political subdivision of this state.

To ensure compliance with A.R.S. §35-393.01, this form must be completed and returned with the response to the solicitation and any supporting information to assist the City in making its determination of compliance.

By submitting this response, Offeror agrees to indemnify and hold the City, its agents and employees, harmless from any claims or causes of action relating to the City's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the City in defending such an action.

☐ Please confirm

*Response required

IX.N COMPLIANCE WITH A.R.S. § 35-393 .01*

All Offerors must select one of the following:



City of Surprise, AZ
REQUEST FOR PROPOSAL
Human Capital Management Enterprise System

☐ My company does not participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §35-393.01.

☐ My company does participate in a boycott of Israel as defined by A.R.S. §35-393.01.

*Response required

IX.O COMPLIANCE WITH A.R.S. § 35-394 CONFIRMATION*

The State of Arizona has enacted laws that prohibit the acquisition or disposal of services, supplies, information technology, goods, or construction which utilize forced labor of ethnic Uyghurs.

A.R.S. § 35.394 states:

35-394. Contracting; procurement; prohibition; written certification; remedy; termination; exception; definitions

A. A public entity may not enter into or renew a contract with a company to acquire or dispose of services, supplies, information technology, goods or construction unless the contract includes a written certification that the company does not currently, and agrees for the duration of the contract that it 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.
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.

B. If a company that has provided a written certification pursuant to subsection a of this section becomes aware during the term of the contract that the company is not in compliance with the written certification, the company shall notify the public entity within five business days after becoming aware of the noncompliance. If the company does not provide the public entity with a written certification that the company has remedied the noncompliance within one hundred eighty days after notifying the public entity of the noncompliance, the contract terminates, except that if the contract termination date occurs before the end of the remedy period, the contract terminates on the contract termination date.

C. This section does not apply to a contract entered into before the effective date of this section.

D. For the purposes of this section:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
2. "Public Entity" means this state, a political subdivision of this state or an agency, board, commission or department of this state or a political subdivision of this state.



☐ Please confirm

*Response required

IX.P AFFIDAVIT OF COMPLIANCE WITH A.R.S. § 35-394*

Please download the below documents, complete, and upload.

- [Uyghur Compliance.pdf](#)

*Response required



City of Surprise, AZ
REQUEST FOR PROPOSAL
Human Capital Management Enterprise System