



CITY OF PHOENIX - INFORMATION TECHNOLOGY SERVICES

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

**RFP No. ITS 16-011
INFORMATION SECURITY ARCHITECTURE
ASSESSMENT
Professional Technology Services**

PROPOSAL DUE DATE AND TIME

March 30, 2016
2:00 p.m. Phoenix Local Time

PROPOSAL SUBMITTAL LOCATION

City of Phoenix Information Technology Services
251 W. Washington Street, 6th Floor
Phoenix, Arizona 85003

CONTRACTING AUTHORITY

**Gloria Elliott, Contracts Specialist II
gloria.elliott@phoenix.gov
602-261-8481**



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SECTION I: INTRODUCTION

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The City of Phoenix (City), Information Technology Services (ITS), invites sealed Proposals for INFORMATION SECURITY ARCHITECTURE ASSESSMENT-Professional Technology Services in accordance with the specifications and provisions contained herein. The City of Phoenix ("City") seeks an experienced Contractor to provide Information Security professional services to assist the City in increasing its overall security posture. The Contractor will provide a dedicated team of Senior Network Security and Information Security Specialists (Consultants) with proven experience and credentials to support this project.

The City of Phoenix utilizes a large network of applications, some internal and many web facing, that support a wide range of services, from Fire, Police and Municipal Court, to Water and Transportation services, and enterprises ranging from Aviation services and support, to Library and Convention Center operations. Enterprise level cybersecurity is required to safeguard all of these heterogeneous operations and protect associated data.

The City seeks an experienced and qualified Consultant to assess its information technology infrastructure and help develop a plan to address any deficiencies or weaknesses and improve its cybersecurity capabilities.

Requested services entail developing an actionable information security architecture plan to assess and recommend changes to the City's current information security architecture. It is expected that Contractor will use their own tools (hardware, software, etc.) to conduct this assessment. Contractor will be provided access to City infrastructure in support of this engagement. Contractor will provide professional recommendations and cost estimates to reduce Cyber security risk and increase incident response capabilities in the City. It is the City's intention to implement the professional recommendations of the selected contractor based on the value proposition made.

It is required that the Consultant be vendor neutral assuring a fair and equal procurement process. Consultant must have no vendor affiliation within the twenty four (24) month period preceding this solicitations submission due date. Consultant will not be allowed to bid on the resulting RFP or provide services or material. The key objectives and goals for this project are to successfully deliver recommendations, specifications and a solicitation statement of work document that will provide a framework to replace the existing system that meets the City's current and future identified needs that is delivered on time and on budget.

1. **REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA**

Offeror must meet the minimum requirements as detailed in SECTION V EVALUATION REQUIREMENTS of this RFP.

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

EVALUATION ITEM	POINTS
Experience with risk based infrastructure cybersecurity assessments, i.e. NIST cybersecurity framework and the 20 Critical Controls with Security Information and Event Management (SIEM) Systems	250 points
Experience of Team - number of staff dedicated to project and include resumes	250 points
Method of Approach - ability to keep within prescribed time frame, plan of execution, proposed staffing levels	250 points
Pricing Proposal	250 points
Total available points	1,000 points

3. **PREREQUISITES**

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

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

A Submittal to this solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's RFP. Such a submittal does not become a contract until it is executed by the Department Director.

4. **STATEMENT OF WORK (SOW)**

As set forth in detail in SECTION III STATEMENT OF WORK (SOW) of this RFP.



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5. SCHEDULE OF EVENTS

City reserves the right to change dates as necessary.

<i>PROPOSAL ISSUE DATE:</i>	February 26, 2016
<i>OFFERORS WRITTEN INQUIRIES DUE</i>	March 11, 2016, 1:00 p.m. local Phoenix time
<i>DUE DATE FOR PROPOSALS:</i>	March 30, 2016, 2:00 p.m., local Phoenix time
<i>FINALIST INTERVIEWS (if required)</i>	April 18, 2016
<i>ESTIMATED CITY COUNCIL APPROVAL</i>	May 18, 2016 (tentative)

6. DELIVERY ADDRESS INSTRUCTIONS

City of Phoenix Information Technology Services
Gloria Elliott, Contracts Specialist II
251 West Washington Street, 6th Floor
Phoenix, AZ 85003-2295

In addition, the package must also show the following information:

Offeror's Name and Address
RFP Number and Title of Proposal
Proposal Due Date and Time

7. REQUIREMENTS

Proposals must be complete by providing all of the information requested under the Submission Requirements. Each Proposal must include **two (2) printed copies and five (5) electronic copies (CD or thumb drive)** of the Submission Requirements.

8. EXCEPTIONS

The City will, at its option, not allow exception to any material requirement if, in the opinion of the City, the exception alters the overall intent of this RFP, unless the exception would be of material benefit to the City.

A Submittal to any RFP is an offer to contract with the City based upon the contract provisions contained in the City's RFP, including, but not limited to, the specifications, Statement of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must submit a *"Request for Consideration of Alternate Terms."* The written request for modification must be received by the Contracting Authority listed on the front of this solicitation, at least seven (7) calendar days prior to the proposal due date. The City may issue an addendum to this solicitation of any approved specification changes. The provisions of the RFP cannot be modified without the express written approval of the Director or Director's designee. If a proposal or offer by Offeror is returned with modifications to the contract; the contract provisions contained in the City's RFP shall prevail unless the Offeror's proposed alternative provisions are expressly approved in writing by the Director or designee.

Exceptions, conditions, or qualifications to the provisions of the City's specifications must be clearly identified and provided in the Proposal under the Executive Summary section. Offeror must state the section number, heading and/or paragraph or Term and Conditions that exception is being taken with and why.

9. NOTIFICATIONS

This solicitation is available in large print, Braille, audio tape, or computer diskette. Please call (602) 262-5054/Fax (602) 534-2311 or TTY (602) 534-5500 for assistance.

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

The City of Phoenix takes no responsibility for informing recipients of changes to the original solicitation document. It is the Offeror's responsibility to obtain a copy of any amendment relevant to this solicitation. Failure to submit amendments with the solicitation Submittal may be grounds for deeming a submittal non-responsive.



SECTION II: SOLICITATION TRANSPARENCY POLICY

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SOLICITATION TRANSPARENCY POLICY

Beginning on the date the solicitation is issued and until the date the contract is awarded or the solicitation withdrawn, all persons or entities that respond to the solicitation for the RFP No. ITS 13-010, Fire CAD and RMS Modernization Program – Professional Services, including their employees, agents, representatives, proposed partner(s), subcontractor(s), joint venturer(s), member(s), or any of their lobbyists or attorneys, (collectively, the Offeror) will refrain, from any direct or indirect contact with any person (other than the designated contract representative) who may play a part in the evaluation process, including members of the evaluation panel, the City Manager, Assistant City Manager, Deputy City Managers, Department heads, the Mayor and other members of the Phoenix City Council. As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff.

Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through Gloria Elliott, Contracts Specialist II (602/261-8481), conducted in person at 200 West Washington, Phoenix, Arizona 85003, and are posted as open meetings with the City Clerk at least twenty-four (24) hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

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

This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the evaluation process. **OFFERORS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.**



SECTION III: STATEMENT OF WORK (SOW)

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The City of Phoenix (City), Information Technology Services (ITS), invites sealed Proposals to provide Information Security professional services to assist the City in increasing its overall security posture. The Consultant will provide a dedicated team of Senior Network Security and Information Security Specialists (Consultants) with proven experience and credentials to support this project, in accordance with the specifications and provisions contained herein.

Requested services entail developing an actionable information security architecture plan to assess and recommend changes to the City's current information security architecture. It is expected that Consultant will use their own tools (hardware, software, etc.) to conduct this assessment. Consultant will be provided access to City infrastructure in support of this engagement. Consultant will provide professional recommendations and cost estimates to reduce Cyber security risk and increase incident response capabilities in the City. It is the City's intention to implement the professional recommendations of the selected Consultant based on the value proposition made.

This contract will be a firm, fixed-price contract. The City does not cover travel and expenses, so responses must be all inclusive of costs.

Work must begin within 4 weeks after award of contract.

It is required that the Consultant be vendor neutral assuring a fair and equal procurement process. Consultant must have no vendor affiliation within the twenty four (24) month period preceding this solicitations submission due date. Consultant will not be allowed to bid on the resulting RFP. The key objectives and goals for this project are to successfully deliver recommendations, specifications and a solicitation statement of work document that will provide a framework to replace the existing system that meets the City's current and future identified needs that is delivered on time and on budget.

1. **FAMILIARITY WITH CURRENT CITY INFORMATION SECURITY ARCHITECTURE**

The Consultant(s) must become familiar with the current City's current information security architecture using a standards based risk management methodology incorporating national industry best practices for information security. This work will include the following:

- 1.1. **Network Security.** Perform a detailed analysis of City of Phoenix network architecture evaluating data flow, physical and logical connections, communication protocols (intranet, extranet, remote VPN), and identify all vulnerabilities not covered by current security controls. Conduct an enterprise network discovery and data leakage test to identify hosts, routers, and subnets that may be transmitting data on non-approved or unauthorized devices such as unauthorized third party connections, unauthorized Internet circuits, or unauthorized Virtual Private Networks (VPN's). Consultant will document unauthorized connections in a diagram and review data leak finding and recommendations with City staff. Consultant will recommend a solution for remediating unauthorized connections such as how to properly secure the connection.
- 1.2. **Data Security.** Evaluate and assess current enterprise database security controls for mission critical applications located within the Finance, Fire, Human Resources, and Water Services Departments. Assessment should focus on controls for both regulatory and legal compliance (HIPAA, PCI, PII) as well as controls protecting Restricted City Information (RCI) following the **NIST Cybersecurity Framework**, per <http://www.nist.gov/itl/csd/launch-cybersecurity-framework-021214.cfm> and <http://www.nist.gov/cyberframework/upload/cybersecurity-framework-021214.pdf>
- 1.3. **Security Operations.** Evaluate City of Phoenix Security Operations Security Information and Event Management (SIEM) controls with regard to active monitoring, event correlation, threat response, resource capacity, and staff support as compared to services provided by Gartner's Magic Quadrant for Managed Security Services third-party firms. (reference <https://www.sans.org/reading-room/whitepapers/analyst/implementing-20-critical-controls-security-information-event-management-siem-systems-34965>)

2. **DELIVERY OF DOCUMENTS**

The primary deliverable(s) for tis engagement are as follows:

- 2.1. Executive level and technical presentations of findings, recommendations, priorities, roadmaps, and migration plans to implement recommended strategies based on risk prioritization.
- 2.2. Detailed 5-year cost estimates to include hardware, software, and professional services; recommended priority timeline for solution implementation; and impact/risk in business terms to City if solution is not funded and/or authorized by City Executives. (ROI estimates for identified risks and recommended corrective or preventative



SECTION III: STATEMENT OF WORK (SOW)

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3. DETAILED CRITERIA

Consultant is to complete **EXHIBIT A - FINANCIAL PRICING PROPOSAL**, COST, HOURS TO COMPLETE, and ELAPSED Time columns and submit . For clarification, "Elapsed Time" is an estimate of task time identifying duration of the task (week's format in decimal notation). Goal is to help City understand for example whether a 4 hr. task is expected to be completed in 1 day or possibly 4 weeks by the Consultant due to task dependencies



SECTION IV: INSTRUCTIONS TO OFFERORS

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1. INTRODUCTION

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

For this solicitation, the Contracting Authority is:
Gloria Elliott, Contracts Specialist II, gloria.elliott@phoenix.gov, 602/261-8481

2. DEFINITIONS OF KEY WORDS USED IN THE SOLICITATION:

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

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

May: Indicates something that is not mandatory but permissible.

3. PRE-PROPOSAL CONFERENCE

There will be no pre-proposal conference for this solicitation.

4. OFFEROR INQUIRIES

All questions that arise relating to this RFP shall be directed in writing via e-mail to gloria.elliott@phoenix.gov.

To be considered, written inquiries shall be received at the above e-mail address by 1:00 p.m. local Phoenix time on March 11, 2016. Inquiries received will then be answered via an addendum and published at the website <https://www.phoenix.gov/solicitations> not later than close of business on March 14, 2016.

No informal contact initiated by Offerors on the requested service will be allowed with members of City's staff from date of distribution of this RFP until after the closing date and time for the submission of Proposals. All questions concerning or issues related to this RFP shall be presented in writing.

5. AMENDMENT OF REQUEST FOR PROPOSAL

The Offeror shall acknowledge receipt of an RFP amendment by signing and returning the document by the specified due date and time. It is the Offeror's responsibility to obtain a copy of any amendment relevant to this solicitation. Failure to submit amendments with the solicitation Submittal may be grounds for deeming a submittal non-responsive.

6. FAMILIARIZATION OF STATEMENT OF WORK

It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all Submittals for accuracy before submitting a Submittal. Negligence in preparing a Submittal confers no right of withdrawal after due date and time. Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of the contract requirements. The submission of a Submittal will constitute a representation of compliance by the offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

7. PREPARATION OF PROPOSAL

All Submittals shall be on the forms and in the format set forth in the RFP package. It is permissible to copy these forms as required. Facsimiles or electronic mail Submittal shall not be considered.

7.1. The Offer and Acceptance form, the Price Page and any solicitation amendments must be signed and returned with the Submittal.

7.2. The Offer and Acceptance page shall be signed by a person authorized to submit a Submittal. An authorized signature on the Offer and Acceptance page, Amendment(s), or cover letter accompanying the Submittal documents shall constitute an irrevocable offer to provide the service specified herein.

7.3. Erasures, interlineations, or other modifications of your Submittal shall be initialed in original ink by the authorized person signing the Submittal.



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- 7.4. In case of error in the extension of price in the Submittal, unit price shall govern when applicable.
- 7.5. Periods of time, stated as a number of days, shall be in calendar days.
- 7.6. The City shall not reimburse the cost of developing, presenting, submitting or providing any Submittal to this solicitation. All materials and Submittals in response to this solicitation become the property of the City and will not be returned.

8. **PROPOSAL FORMAT**

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

- 8.1. Typewritten for ease of evaluation.
- 8.2. Submitted in an 8½ x 11 inch loose leaf three-ring binder preferably using double-sided copying and at least 30% post-consumer content paper.
- 8.3. Set forth in the same sequence as identified in SECTION VIII: SUBMITTAL OF OFFER (i.e., Offerors should respond to this RFP in sequence and each narrative Submittal should reference the applicable section of SECTION V: EVALUATION REQUIREMENTS).
- 8.4. Signed by an authorized representative of the Offeror.
- 8.5. Submitted with the name(s), title, address, and telephone number of the individual(s) authorized to negotiate a contract with the City.
- 8.6. Appended with any exceptions to the Terms and Conditions clearly stated. See Paragraph 9 below.

9. **REQUEST TO MODIFY THE CONTRACT PROVISIONS**

A Submittal to any RFP is an offer to contract with the City based upon the contract provisions contained in the City's RFP, including, but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must submit a "Request for Consideration of Alternate Terms." The written request for modification must be received by the Department contact listed on the front of this solicitation, at least seven (7) calendar days prior to the proposal due date. The City may issue an addendum to this solicitation of any approved specification changes. The provisions of the RFP cannot be modified without the express written approval of the Director or Director's designee. If a proposal or offer by Offeror is returned with modifications to the contract; the contract provisions contained in the City's RFP shall prevail unless the Offeror's proposed alternative provisions are expressly approved in writing by the Director or designee. (Reference Page 5, Item 8.)

10. **PUBLIC RECORD**

All Proposals submitted in response to the RFP shall become the property of the City and shall become a matter of public record available for review pursuant to Arizona state law after the award notification.

11. **CONFIDENTIAL INFORMATION**

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

If an Offeror believes that a specific section of its Proposal is confidential, the Offeror shall isolate the pages marked confidential in a specific and clearly labeled section of its Proposal. The Offeror shall include a written basis for considering the marked pages confidential including the specific harm or prejudice if disclosed and the Department will review the material and make a determination.

SUBMITTALS WITH PAGES MARKED CONFIDENTIAL AND RESPONDANT FAILURE TO COMPLY WITH THE REQUIREMENTS IN THIS ITEM 11, MAY HAVE THE SUBMITTAL BE DEEMED UNRESPONSIVE AND MAY BE DISQUALIFIED FROM CONSIDERATION.



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12. CERTIFICATION

By signature in the Offer and Acceptance portion of SECTION VIII: SUBMITTAL OF OFFER, Offeror certifies:

- 12.1. The submission of the offer did not involve collusion or other anti-competitive practices.
- 12.2. Offeror will not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- 12.3. 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.
- 12.4. Offeror is financially stable and solvent and has adequate cash reserves to meet all financial obligations while waiting reimbursement from the City.

13. SUBMISSION OF PROPOSAL

Proposals must be in the actual possession of the City at the designated location, on or prior to, the exact time and date indicated in the Schedule of Events. Late Proposals shall not be considered. The prevailing clock shall be the City's clock at the location designated for delivery of the Proposal.

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

Offeror's Name
Offeror's Address (as shown on the Certification Page)
RFP Number and RFP Title
Proposal Opening Date

All Proposals must be completed in ink or typewritten. Offerors must submit two (2) electronic copies (CD or thumb drive) and seven (7) printed copies of the Submission Requirements.

14. LATE PROPOSALS

Late Proposals shall be rejected regardless of the reason, including mail delivery problems beyond Offeror's control. Offerors mailing their Submittals should allow sufficient time to insure delivery by the date and time specified.

15. NON-RESPONSIVE PROPOSALS

Proposals deemed non-responsive will not be evaluated or considered for award.

15.1. The following Proposals will not be evaluated:

- Proposals submitted unsigned.
- Proposals that do not conform to the minimum specifications stated in the Statement of work.
- Proposals submitted without complete pricing.
- Proposals that contain altered or conditional cost information.
- Proposals submitted by an Offeror who does not have valid certifications and/or licenses required by state, federal or local law or regulations to perform the service requested at the time of the submittal.
- Proposals that fail to contain the required bonds, security assurances or insurance certificates as specified in this RFP.
- Proposals not received by the designated due date, place and time.

15.2. Proposals may be deemed non-responsive at any time in the evaluation process if in the sole opinion of the City:

- Offeror does not meet the minimum required skill, experience or other conditions or terms set forth in this RFP.
- Proposal is marked as confidential.
- Proposal does not comply with the submission requirements including any specified page limits.
- Offeror does not have a past record of sound business integrity and a history of fulfilling contractual obligations.
- Offeror is not financially stable, solvent, or have cash reserves to meet all financial obligations while waiting reimbursement from the City. An Offeror who is borrowing any or all of the monies necessary to meet initial expenses between the start of the contract period and receipt of the first payment must provide a Letter of Commitment from the Offeror's creditor.
- Proposal contains false, inaccurate, or misleading statements that in the opinion of the City, is intended to mislead the City in its evaluation of the Proposal.



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16. **RESPONSIVE PROPOSALS**

Proposals must meet all material requirements of the solicitation. All required elements of a sealed Proposal will be evaluated on a pass/fail basis. The use of scoring or ranking cannot be used to evaluate non-responsive Proposals. Only those Proposals determined to be responsive will be evaluated and scored by members of a Selection Committee in accordance with the criteria set forth in the Statement of Work in this RFP.

In addition, the committee MAY request a formal presentation from the highest ranked Offerors before a final recommendation is made. If Interviews are requested and presented, the Selection Committee will re-convene, review, and score the evaluation categories based on the expanded information and criteria set forth in the invitation to Interview.

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

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

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

If two or more finalists are tied, the finalist with the lowest cost Proposal score will be awarded the contract.

Note: In addition to the foregoing information submitted by Offerors, the City shall have the right to consider other verifiable information bearing on financial stability and strength including without limitation, information provided by former employees and/or creditors.

17. **COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY**

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

18. **OFFER AND ACCEPTANCE PERIOD**

In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for [120] days after the Proposal due date and time.

19. **DISCUSSIONS**

The City reserves the right to conduct discussions with Offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Proposal in order to clarify an offer and assure full understanding of, and responsiveness to solicitation requirements. If such a discussion is deemed necessary, the only City staff that is authorized to contact the Offeror is the contract representative listed on the front of this Proposal. The contract representative shall document any such discussion in the City's file.

20. **WITHDRAWAL OF OFFER**

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

21. **PROPOSAL RESULTS**

Proposals will be opened on the Proposal due date, time and location indicated in the Schedule of Events at which time the name of each Offeror shall be read. Proposals and other information received in response to the RFP shall be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Proposals are not available for public inspection until after award recommendation has been posted on the City's website at <http://phoenix.gov/business/contract/opportunities/solicitations/recommendations/index.html>.

22. **EVALUATION CRITERIA**

Proposals will be evaluated and scored by members of a Selection Committee in accordance with the criteria stated in SECTION V: EVALUATION REQUIREMENTS, consisting of technical component(s) and a pricing (or "cost") component.



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In addition, the committee MAY request an Interview from the highest ranked Offerors before a final recommendation.

23. **CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST**

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

24. **AWARD**

The Offeror whose Proposal receives the highest score will be recommended for the contract award. Notwithstanding any other provision of this solicitation, the City reserves the right to:

- waive any immaterial defect or informality;
- reject any or all Proposals or portions thereof; or
- reissue a solicitation.

A Submittal to this solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Such a Proposal does not become a contract until it is executed by the Chief Information Officer or designate. A contract has its inception in the award. The terms and conditions set forth in this RFP and the selected Offeror's Offer (SECTION VIII: SUBMITTAL OF OFFER) shall form the entire contract between the City and the Consultant.

25. **PROTEST OF AWARD RECOMMENDATION**

Staff recommendations to award the contract(s) to a particular bidder or Offeror shall be posted at <http://phoenix.gov/vendors>. Any unsuccessful bidder may file a protest no later than 7 calendar days after the recommendation is posted on the website. All protests shall be in writing, filed with the Contracting Authority identified in the solicitation and must include all of the following

25.1. The name, address and telephone number of the protester;

25.2. The signature of the protester or its representative;

25.3. Identification of the RFP number;

25.4. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and,

25.5. The form of relief requested.

The Contracting Authority will render a written decision within 14 calendar days after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is completed.

26. **EMPLOYEE IDENTIFICATION**

Offeror agrees to provide an employee identification number or social security number to the City for the purposes of reporting to appropriate taxing authorities, monies paid by the City under the awarded contract. If the federal identifier of the Offeror is a social security number, this number will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.



SECTION V: EVALUATION REQUIREMENTS

1. **MINIMUM VENDOR QUALIFICATIONS**

Consultant must have a minimum of five years of proven experience in conducting information security architecture assessments. Preference will be given to Consultants with technical backgrounds who have demonstrated success working with large municipalities.

Any proposer that currently has contracts with the City must be in good standing for its proposal to be considered responsive. For the purposes of this Solicitation, good standing refers to compliance with all contractual provisions, including payment of financial obligations.

It is required that the Offeror be vendor neutral assuring a fair and equal procurement process. Offeror must have no vendor affiliation within the twenty four (24) month period preceding this solicitations submission due date. Offeror will not be allowed to bid on the resulting RFP. The key objectives and goals for this project are to successfully deliver recommendations, specifications and a solicitation statement of work document that will provide a framework to replace the existing system that meets the City's current and future identified needs that is delivered on time and on budget.

2. **EVALUATION CRITERIA and FORMAT**

The City anticipates receiving Submittals from a number of highly qualified providers of services. To assure that each Offeror is evaluated fairly and comprehensively, a structured approach to evaluation will be used by the evaluation team.

All timely Proposals will be reviewed to determine whether the minimal qualification requirements have been met. Proposals that do not meet all qualifications requirements will be considered non-responsive and will be rejected.

Each Proposal has two parts; a Technical component and a Pricing component. Each Proposal will be evaluated on its technical and cost merits by an evaluation panel. The Proposal Evaluation Criteria (listed in relative order of importance) are as follows. Four (4) areas will be evaluated and scored by the evaluation team. These evaluations will be reviewed by ITS management and, based upon confirmation of the evaluation, the successful Offeror will be chosen.

Evaluation Item	Points
Experience, Qualifications and Business References	250 points
Method of Approach	250 points
Experience of Team	250 points
Financial Pricing Proposal	250 points
Total available points	1,000 points

The narrative portion and the materials presented in response to this RFP shall be submitted with the Pricing component as set forth in SECTION VIII: SUBMITTAL OF OFFER. Further, the narrative portion and the materials presented in response to this RFP that describe (a) the Proposer's Experience and Qualifications and (b) the Proposer's Method of Approach shall follow the same order as requested and must contain, at a minimum, the following:

2.1. **Offeror's Experience, Qualifications and Business References (250 Points)**

Experience with risk based infrastructure cybersecurity assessments, i.e. NIST cybersecurity framework and the 20 Critical Controls with Security Information and Event Management (SIEM) Systems The overall completeness, accuracy and quality of the Proposal may be taken into consideration when evaluating the qualifications and experience.

2.1.1. **Business History**

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

2.1.2. **Adverse Actions/Potential Impact**

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

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



SECTION V: EVALUATION REQUIREMENTS

2.1.3. Government/Corporate Experience

State your firm's experience in providing services to large public entities or large corporate entities. List other government contracts that you have now or have had in the past 5 years including the City of Phoenix. [Not to exceed 3 pages].

2.1.4. Sample Projects

Describe sample projects (not to exceed 3) which best illustrate the firm's qualifications for the scope of the services; identifying any projects accomplished by current staff while conducted under the employment of others. Projects must have been completed, be of similar complexity and demonstrate the Offeror's ability and experience to successfully perform the City's requested services. [Not to exceed 5 pages total.]

2.1.5. Customer References

Offeror shall furnish as references a minimum of five (5) references but no more than five (5) from firms or government organizations for which the Offeror is currently furnishing services; or in the past five years has completed services. Experiences with the City and entities that Selection Committee members represent may be taken into consideration when evaluating the qualifications and experience. References from large public entities or large corporate entities are preferred.

Please provide for each reference:

Name of Company or Government Entity,

Name of Reference

Address, Telephone Number and E-mail Address.

2.1.6. Other Relevant Information

Submit any other information that documents other skills or experience relating to the requirements of this RFP, which you believe, may be relevant including brochures and descriptions.

2.2. METHOD OF APPROACH (250 Points).

Ability to keep within prescribed time frame, plan of execution, proposed staffing levels. Describe the firm's method of approach to satisfy the requirements of the solicitation. This should be accomplished by covering the Statement of Work requirements. Offeror may utilize a written narrative or other printed technique to demonstrate the ability to satisfy the Statement of Work.

2.2.1. Milestones

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

2.2.2. Work Schedule

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

2.2.3. Customer Service – Availability

Provide an estimate of key personnel time on each major step. State the work schedule (days and hours) that the contract representative will be available and the anticipated turnaround time for returning phone calls. State the availability of assigned personnel to perform the work according to the timing/needs of the City. Provide a brief assessment of the current workload and capacity of the Proposer to carry out the Statement of Work.

2.2.4. Customer Service – Office Resources

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

2.2.5. Sample Reports

Describe or provide sample progress reports used in similar engagements. Include items such as health, status, progress, % complete, dashboard and other reports that are specific to this statement of work and which demonstrate familiarity with the overall objective of this engagement.

2.2.6. Technology.

Describe how your firm uses technology in performing services.



SECTION V: EVALUATION REQUIREMENTS

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2.2.7. Budget Controls.

Describe the fiscal accounting processes and budgetary controls that you will use to ensure the responsible use and management of contract funds and accurate invoicing.

State how costs incurred under this project will be appropriately accounted for and how your firm intends to stay on task and within the budget of this fixed, firm price engagement.

State your fiscal reporting and monitoring capabilities (e.g. spread sheets, automated fiscal reports, quality controls, checks and balances), to ensure contract funds are managed responsibly.

Describe the procedures that you will take to ensure that the City receives satisfactory products and services at low costs, i.e., how will your firm strive to provide the best value at the lowest price.

2.3. EXPERIENCE OF TEAM (250 Points)

2.3.1. Key Personnel

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

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

2.4. FINANCIAL PRICING PROPOSAL: FEE SCHEDULE (250 Points)

2.4.1. Offerors shall submit prices in accordance with the table included herein in Exhibit A: Pricing Matrix. This price page represents the City's official request for price quotation and MUST be completed by the Offeror. The pricing stated herein must be a firm fixed fee, based on SECTION III: STATEMENT OF WORK (SOW). Unless otherwise and specifically provided, the price is all-inclusive and must include all necessary costs including, but not limited to, materials, labor, travel, copying costs, incidentals, equipment, space, taxes, profit, insurance and any other items necessary to effectively conduct and complete the Statement of Work.

2.4.2. Overall, 25% of the total evaluation will be assigned to cost. The lowest price Proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other Proposals will be determined using a cost allocated weighted formula.

3. GENERAL

3.1. SHORTLIST

The City reserves the right to shortlist the Offerors on all of the stated criteria. However, the City may determine that short listing is not necessary or desirable.

3.2. INTERVIEWS

The City reserves the right to conduct Interviews with some or all of the Offerors at any point during the evaluation process. However, the City may determine that Interviews are not necessary. In the event an Interview is conducted, information provided during the process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Offeror for the costs associated with the process.

Interviews, if scheduled, will be held at a time and place specified by the City. A maximum of three members of the Offeror's key project team members who will be assigned to the project, are strongly encouraged to attend the interview.

3.3. APPEARANCE BEFORE SELECTION COMMITTEE

Only the highest-ranking Offerors based on the evaluation factors will be further considered. Any or all of the highest-ranking Offerors may be required to appear before the Selection Committee to discuss the Proposal and respond to questions. The Selection Committee may request additional information and/or a presentation on a specific industry topic. The Selection Committee is not required to request the information of all Offerors. Based



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on the interview and possible follow-up meetings, the Selection Committee may recommend an Offeror(s) to the Department Director.

3.4. ADDITIONAL INVESTIGATIONS

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal including, without limitation, information provided by former employees and/or creditors.

3.5. REQUIRED AGREEMENTS

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



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

1. **METHOD OF INVOICING**

Invoices must include the following:

- 1.1. City contract agreement number.
- 1.2. Description of services.
- 1.3. Applicable tax and fees, itemized separately.
- 1.4. Invoice number and date.

2. **METHOD OF PAYMENT**

Under this Agreement, the City will pay for services, with no additional charges for overhead, benefits, local travel or administrative support. The City will pay the fees upon acceptance and completion of deliverables as detailed in SECTION III: STATEMENT OF WORK (SOW). Payments shall be made in proportion to the Services performed and no more than ninety percent (90%) of the total contract price shall be paid before the work is totally completed and accepted by the City.

Consultant shall submit invoices, noting the contract number. Each invoice shall be accompanied with itemized receipts. The invoice shall be submitted free of mathematical errors and/or missing supporting documentation. All appropriate documentation shall be provided that supports the charges reflected in the invoice. Upon finding of an error and/or missing documentation, the City shall return the invoice to the Consultant. Consultant shall promptly resubmit the revised invoice to the City. Each revised invoice shall document the date that the revised invoice is submitted to the City. Requests for payment must be submitted with documentation of dates and hours worked, hourly rate charged, and a detailed description of the Services performed. Failure of City to identify an error does not waive any of the City's rights. All properly submitted invoices will be paid within thirty (30) days after the City's receipt of the invoice.

2.1. **Invoice Instructions**

City Invoice to:

City of Phoenix, Information Technology Services
251 West Washington Street, 6th Floor
Phoenix, AZ 85003-2295
E-Mail: its.financial.services@phoenix.gov

3. **INDEMNIFICATION**

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

4. **PERFORMANCE INTERFERENCE**

Consultant shall notify the project manager immediately of any occurrence and/or condition that interferes with the full performance of the contract, and confirm it in writing within twenty-four (24) hours.

5. **CONSULTANT'S PERFORMANCE**

Consultant shall use those efforts which a skilled, competent, experienced, and prudent person or organization would use to perform and complete the requirements of this Contract in a timely and professional manner conforming to the standards and quality generally recognized and accepted within the profession throughout the United States. Consultant shall furnish all necessary labor, tools, equipment, and supplies to perform the required services.



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The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the Contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City shall notify the Consultant.

The Consultant will have ten (10) days from that time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due the Consultant. Repeated incidences of unsatisfactory performance may result in cancellation of the Contract for default.

6. **EMPLOYEE IDENTIFICATION AND ACCESS**

Except as set forth in, Consultant employees are forbidden access to designated restricted areas. Beyond meeting rooms and other areas open to the public, access to particular operational premises shall be as directed by the City's authorized representative.

Only authorized Consultant employees are allowed on the premises of the City of Phoenix buildings. Consultant employees are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Consultant employee.

7. **ACCOUNT STAFFING**

The Consultant agrees to assign experienced personnel to provide for successful and timely accomplishment of the Statement of Work. The City reserves the right at any time and for any reason during the Contract to reject any Consultant staff from performing services on behalf of the City.

8. **TIME IS OF THE ESSENCE**

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

9. **CONSULTANT AND SUBCONTRACTOR WORKER BACKGROUND SCREENING**

9.1. **CONTRACT WORKER BACKGROUND SCREENING**

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

9.2. **BACKGROUND SCREENING REQUIREMENTS AND CRITERIA**

Because of the varied types of services performed, the City has established four (4) levels of risk and associated Background Screening. The risk level and Background Screening required for this Agreement is "Maximum Risk" with CJIS Security Addendum.

9.2.1. Minimum Risk and Background Screening ("Minimum Risk") A minimum risk background screening shall be performed when the Contract Worker: (i) will not have direct access to City facilities or information systems; or (ii) will not work with vulnerable adults or children; or (iii) when access to City facilities is escorted by City workers. The background screening for minimum risk shall consist of the screening required by Arizona Revised Statutes §§ 41-4401 and following to verify legal Arizona worker status.

9.2.2. Standard Risk and Background Screening ("Standard Risk") A standard risk background screening shall be performed when the Contract Worker's work assignment will: (i) require a badge or key for access to City facilities; or (ii) allow any access to sensitive, confidential records, personal identifying information or restricted City information; or (iii) allow unescorted access to City facilities during normal and non-business hours. The background screening for this standard risk level shall include the background screening required for the Minimum Risk level and a background check for real identity/legal name, and shall include felony and misdemeanor records from any county in the United States, the state of Arizona,



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plus any other jurisdiction where the Contract Worker has lived at any time in the preceding seven (7) years from the Contract Worker's proposed date of hire.

9.2.3. Maximum Risk and Background Screening ("Maximum Risk") A maximum risk background screening shall be performed when the Contract Worker's work assignment will: (i) have any contact with vulnerable people such as children, youth, elderly, or individuals with disabilities; or (ii) have any responsibility for the receipt or payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or (iii) have unescorted access to City data centers, money rooms, or high-value equipment rooms; or (iv) have access to private residences; or (v) have access to Homeland Defense Bureau identified critical infrastructure sites/facilities. The background screening for this maximum risk level shall include the background screening required for the standard risk level, plus a sexual offender search, a credit check, and driving record search for the preceding seven (7) years from the Contract Worker's proposed date of hire. Contract Workers who work directly with children or vulnerable adults are also subject to fingerprint verification through the Arizona Department of Public Safety as mandated by Phoenix City Code, § 2-45.6.

9.2.4. CJIS Security Addendum. This agreement incorporates by reference the requirements of the Criminal Justice Information Services (CJIS) Security Policy (current version 5.3, dated August 4, 2014), and as referenced in Title 28 CFR 20.33.(a)(7), issued by the Federal Bureau of Investigation, Criminal Justice Information Services Division, as in force as of the date of this Agreement and as may, from time to time hereafter, be amended. Contractor warrants that it has the technological capability to handle Criminal Justice Information (CJI), as that term is defined by the FBI CJIS Security Policy, in the manner required by the CJIS Security Policy. Contractor expressly acknowledges that the CJIS Security Policy places restrictions and limitations on the access to, use of, and dissemination of CJI and hereby warrants that its system abides by those restrictions and limitations. Private contractors are permitted access to criminal history record information systems pursuant to a specific agreement for the purpose of providing services for the administration of criminal justice pursuant to that agreement. Private contractors who perform the administration of criminal justice shall meet the same training and certification criteria required by governmental agencies performing a similar function, and shall be subject to the same extent of audit review as are local user agencies. In accordance with the CJIS Security Addendum, a minimum of a background check (fingerprint) will be administered and required through the Arizona state and federal criminal justice system for all contracted employees who may have access to CJIS information. Background checks (fingerprints) will be performed and received with required clearance prior to receipt of any CJIS information

9.3. CONSULTANT CERTIFICATION; CITY APPROVAL OF MAXIMUM RISK BACKGROUND SCREENING

By executing this Agreement, Consultant certifies and warrants that Consultant has read the background screening requirements and criteria in this Section, understands them and that all background screening information furnished to the City is accurate and current. In addition, by executing this Agreement, Consultant further certifies and warrants that Consultant has satisfied all such background screening requirements for the Minimum Risk and Standard Risk background screenings as required. In addition, for Maximum Risk background screening, Consultant shall furnish to **ITS Management Services Administrator** for the City's review and approval such background screenings for any Contract Worker considered for performing services under this Agreement where human safety or facility security is classified as a Maximum Risk level. The subject Contract Worker shall not apply for the appropriate City identification and access badge or keys until Consultant has received the City's written acceptance of the subject Contract Worker's Maximum Risk background screening. The City may, in its sole discretion, accept or reject any or all of the Contract Workers proposed by Consultant for performing work under this Agreement. A Contract Worker rejected for work at a Maximum Risk level under this Agreement shall not be proposed to perform work under other City contracts or engagements without City's prior written approval.

9.4. TERMS OF THIS SECTION APPLICABLE TO ALL OF CONSULTANT'S CONTRACTS AND SUBCONTRACTS

Consultant shall include the terms of this Section for Contract Worker background screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

9.5. MATERIALITY OF BACKGROUND SCREENING REQUIREMENTS; INDEMNITY

The background screening requirements of this Section are material to City's entry into this Agreement and any breach of this Section by Consultant shall be deemed a material breach of this Agreement. In addition to the



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indemnity provisions set forth in Section V(3.) of this Agreement, Consultant shall defend, indemnify and hold harmless the City for any and all Claims (as defined in Section V(3.)) arising out of this background screening Section including, but not limited to, the disqualification of a Contract Worker by Consultant or the City for failure to satisfy this Section.

9.6. CONTINUING DUTY; AUDIT

Consultant's obligations and requirements that Contract Workers satisfy this background screening Section shall continue throughout the entire term of this Agreement. Consultant shall notify the City immediately of any change to a Maximum Risk background screening of a Contract Worker previously approved by the City. Consultant shall maintain all records and documents related to all background screenings and the City reserves the right to audit Consultant's compliance with this Section.

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

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

10.2. BADGE ACCESS PROCEDURES

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

10.3. KEY ACCESS PROCEDURES

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

10.4. STOLEN OR LOST BADGES OR KEYS

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

10.5. RETURN OF BADGES OR KEYS

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

10.6. CONSULTANT'S DEFAULT; LIQUIDATED DAMAGES; RESERVATION OF REMEDIES FOR MATERIAL BREACH

Consultant's default under this Section shall include, but is not limited to the following: (i) Contract Worker gains access to a City facility(s) without the proper badge or key; (ii) Contract Worker uses a badge or key of another to gain access to a City facility; (iii) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (iv) Contract Worker or Consultant submits false information or



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negligently submits wrong information to the City to obtain a badge, key or applicable Background Screening; or (v) Consultant fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Consultant acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Consultant agrees to properly cure any default under this Section within three (3) business days from the date notice of default is sent by the City. The parties agree that Consultant's failure to properly cure any default under this Section shall constitute a breach of this Section. In addition to any other remedy available to the City at law or in equity, the Consultant shall be liable for and shall pay to the City the sum of one thousand dollars (\$1,000.00) for each breach by Consultant of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Agreement in the event that Consultant breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages in the event that Consultant breaches this Section. The parties further agree that three (3) breaches by Consultant of this Section arising out of any default within a consecutive period of three (3) months or three (3) breaches by Consultant of this Section arising out of the same default within a period of twelve (12) consecutive months shall constitute a material breach of this Agreement by Consultant and the City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

10.7. BADGE AND KEY FEES

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

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



SECTION VII: STANDARD TERMS AND CONDITIONS

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1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

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

“Shall”, “Will”, “Must”

Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of Proposal as non-responsive.

“Should”

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

“May”

Indicates something that is not mandatory but permissible.

“Amendment”

Means a written document issued by the City and signed by the Consultant which alters the contract and identifies the following: (i) a change in the Work (ii) a change in the Contract Amount (iii) a change in the time allotted for performance and/or (iv) an adjustment to the Agreement terms

"City"

The City of Phoenix.

"Contract"

The legal agreement executed between the City of Phoenix, AZ and the Consultant.

“Contracting Authority”

Person(s) responsible for issuing, receiving and evaluating solicitations and recommending award(s). Contracting Authority for this solicitation is listed on front page.

"Contract Representative"

The City employee or employees who have specifically been designated to act as a contact person or persons to the Consultant, and responsible for monitoring and overseeing the Consultant's performance under this Contract.

"Contractor", "Consultant", "Vendor"

The individual, partnership, corporation, limited liability company, joint venture, or other business entity who, as a result of the competitive process, is awarded a contract by the City of Phoenix.

“Department Director”

The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.

“Days”

Means calendar days unless otherwise specified.

“Deputy Director”

The Deputy Director over the Department.

“Employer”

Any individual or type of organization that transacts business in this State, which has a license issued by an agency in the State and employs one or more employees in this state. Employer includes this State, any political subdivision of this State and self-employed persons. In the case of an independent contractor, employer means the independent contractor, and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).

“Offer”

Means Proposal or Quotation or Submittal.

“Offeror”

Means a vendor who responds to the RFP.



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“Subcontractor”

Means an individual, firm, partnership, corporation, limited liability company, joint venture, or any other business entity having a contract, purchase order, or agreement with the Consultant, or with any Subcontractor, of any tier for the performance of any part of the Agreement. When the City refers to Subcontractor (s) in this document, for the purpose of this Agreement and unless otherwise expressly stated, the term “Subcontractor” includes, at every level, and/or tier, all subcontractors, sub-consultants, suppliers and material men.

“Solicitation”

Means a Request for Proposal (RFP).

“Submittal”

Means Proposal or Quotation or Offer.

“Suppliers”

Firms, entities or individuals furnishing goods or services directly to the City.

“Vendor”

A seller of goods or services.

2. CONTRACT INTERPRETATION

2.1. APPLICABLE LAW

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

2.2. IMPLIED CONTRACT TERMS

Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

2.3. CONTRACT ORDER OF PRECEDENCE

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

- 2.3.1. Special Terms and Conditions
- 2.3.2. Standard Terms and Conditions
- 2.3.3. Statement or Scope of Work
- 2.3.4. Specifications
- 2.3.5. Attachments
- 2.3.6. Instructions to Offerors
- 2.3.7. Other documents referenced or included in the RFP.

2.4. SEVERABILITY

The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.

2.5. NON-WAIVER OF LIABILITY

The City of Phoenix, as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Consultant agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

2.6. PAROLE EVIDENCE

This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this Contract. No course of prior dealings between the parties and no usage in the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.



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3. CONTRACT ADMINISTRATION AND OPERATION

3.1. RECORDS

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

3.2. CONFIDENTIALITY AND DATA SECURITY

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

Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Contractor/Consultant must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

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

In the event that data collected or obtained by the Contractor/Consultant in connection with this Agreement is believed to have been compromised, Contractor/Consultant shall notify the City Privacy Officer immediately. Contractor/Consultant agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

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

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

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

3.3. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

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

Contractor/subcontractor further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or assignments of this Contract entered into by contractor/subcontractor

FOR A CONSULTANT WITH 35 EMPLOYEES OR LESS: Any Contractor/Consultant in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor/Consultant will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Consultant further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor/Consultant further agrees that this clause will be



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incorporated in all subcontracts, job-consultant agreements or subleases of this agreement entered into by supplier/lessee.

FOR A CONSULTANT WITH MORE THAN 35 EMPLOYEES: Any Contractor/Consultant in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Consultant will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor/Consultant further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor/Consultant further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or subleases of this Agreement entered into by supplier/lessee. The Contractor/Consultant further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

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

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

3.4. LICENSES AND PERMITS

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

3.5. ADVERTISING

Consultant shall not advertise or publish news releases concerning this Contract without the prior written consent of the Department Director, and the City shall not unreasonably withhold permission.

3.6. EXCLUSIVE POSSESSION

All research and materials created, developed, compiled or produced pursuant to or as a result of this contract (including but not limited to all reports) will be considered ordered and commissioned by the City as works made for hire under the copyright laws and made in the course of services rendered.

All services, information, computer program elements, reports, and other deliverables which may be created under this Contract are the sole property of the City of Phoenix and shall not be used or released by the Consultant or any other person except with prior written permission by the City.

3.7. HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS

The Consultant's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City. The City shall have the right to inspect operations conducted by the Consultant or subcontractor in the performance of this Contract.

3.8. COMPLIANCE WITH LAWS

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

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



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3.9. CONTINUATION DURING DISPUTES

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

3.10. STRICT PERFORMANCE

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

3.11. LEGAL WORKER REQUIREMENTS

The City is prohibited by A.R.S. § 41-4401 from awarding an agreement to any Consultant who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Consultant agrees that:

- 3.11.1. Consultant and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A.
- 3.11.2. A breach of a warranty under paragraph 1 shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
- 3.11.3. The City retains the legal right to inspect the papers of the Consultant or subcontractor employee(s) who work(s) on this Agreement to ensure that Consultant or subcontractor is complying with the warranty under paragraph 1.

3.12. LAWFUL PRESENCE REQUIREMENT

Pursuant to A.R.S. §§ 1-501 and 1-502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships or limited liability companies.

4. COSTS AND PAYMENTS

4.1. COMMENCEMENT OF WORK

The Consultant is cautioned not to commence any billable work or provide any material or service under this Contract until Consultant receives a purchase order of otherwise directed to do so, in writing by the City.

4.2. PAYMENT DEDUCTION OFFSET PROVISION

Consultant acknowledges that the City Charter requires that no payment be made to any Consultant as long as there is an outstanding obligation due to the City. Consultant agrees that any obligation it owes to the City will be offset against any payment due to the Consultant from the City.

4.3. LATE SUBMISSION OF CLAIM BY CONSULTANT

The City will not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.

4.4. NO ADVANCE PAYMENTS

Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.

4.5. FUND APPROPRIATION CONTINGENCY

The Consultant recognizes that any agreement entered into shall commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Consultant and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Phoenix, which fiscal year ends on June 30 of each year, shall be subject to the approval of the budget of the City of Phoenix providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.



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4.6. IRS

W9

Form

In order to receive payment the Consultant shall have a current IRS W-9 form on file with the City of Phoenix. The form can be downloaded at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

5. CONTRACT CHANGES

5.1. CONTRACT AMENDMENTS

Contracts shall be modified only by a written contract amendment signed by the Department Director and persons duly authorized to enter into contracts on behalf of the Consultant.

5.2. ASSIGNMENT - DELEGATION

No right or interest in this Contract nor monies due hereunder shall be assigned in whole or in part without written permission of the City, and no delegation of any duty of Consultant shall be made without prior written permission of the Department Director, which may be withheld for good cause. Any assignment or delegation made in violation of this section shall be void.

5.3. NON-EXCLUSIVE CONTRACT

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

5.4. AUTHORIZED CHANGES

The City reserves the right at any time to make changes in any one or more of the following: a) specifications; b) implementation schedule. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty (30) days from the receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless evidenced in writing and approved by the Department Director prior to the institution of the change.

6. RISK OF LOSS AND LIABILITY

6.1. TITLE AND RISK OF LOSS

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

6.2. ACCEPTANCE

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

6.3. INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK

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

The Consultant agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Phoenix and its agents for alleged infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this Contract and the Consultant further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires. It is expressly agreed by the Consultant that these covenants are irrevocable and perpetual.

6.4. FORCE MAJEURE

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



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

6.5. ORGANIZATION – EMPLOYMENT DISCLAIMER

The Contract resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract. The parties agree that no persons supplied by the Consultant in the performance of Consultant's obligations under the Contract are considered to be City's employees and that no rights of City civil service, benefits, retirement or personnel rules accrue to such persons. The Consultant shall have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the City harmless with respect thereto.

6.6. LOSS OF MATERIALS

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

6.7. DAMAGE TO CITY PROPERTY

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

7. WARRANTIES

7.1. QUALITY

Consultant expressly warrants that all goods or services furnished under this Contract shall conform to the specifications and appropriate standards.

7.2. RESPONSIBILITY FOR CORRECTION

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

7.3. LIENS

Consultant shall hold the City harmless from claimants supplying labor or materials to the Consultant or its subcontractor in the performance of the work required under this Contract.

7.4. PROFESSIONAL RESPONSIBILITY

Consultant shall use those efforts which a skilled, competent, experienced, and prudent person or organization would use to perform and complete the requirements of this Contract in a timely manner conforming to the standards and quality generally recognized and accepted within the profession throughout the United States.

8. CITY'S CONTRACTUAL RIGHTS

8.1. RIGHT TO ASSURANCE

Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this Contract.

8.2. NON-EXCLUSIVE REMEDIES

The rights and remedies of the City under this Contract are non-exclusive.

8.3. DEFAULT

In case of default by the Offeror, the City may, by written notice, cancel this Contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection



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against the Proposal and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

8.4. COVENANT AGAINST CONTINGENT FEES

Consultant warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business. For breach or violation of this warranty, the City shall have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

8.5. COST JUSTIFICATION

In the event only one Submittal is received, the City may require that the Offeror submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the proposal price is fair and reasonable.

9. CONTRACT TERMINATION

9.1. GRATUITIES

The City may, by written notice to the Consultant, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant the amount of the gratuity.

9.2. CONDITIONS AND CAUSES FOR TERMINATION

This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice to Consultant. The City at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Consultant shall submit detailed cost claims in an acceptable manner and shall permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

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

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

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

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

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

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

9.3. CONTRACT CANCELLATION

All parties acknowledge that this Contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.



ATTACHMENTS & EXHIBITS

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Please complete and submit:

Two (2) printed copies and five (5) electronic copies (CD or thumb drive) of this entire Submittal Section which includes:

The FINANCIAL PRICING PROPOSAL: FEE SCHEDULE pricing page(s)

Your narrative Submittal to the Evaluation Criteria as stated in SECTION V

Company Information

Offer and Acceptance

All other documents, if any, required by Section V

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

Any confidential or proprietary information clearly separated and marked as such as an attachment to the Submittal.

Please submit only SECTION VIII and any additional documents as requested above or in SECTION V. Do not submit a copy of the entire RFP document.

Your offer will remain in effect for a period of [120] calendar days from the Proposal opening date and is irrevocable.

1. **PROPOSAL REQUIREMENTS**

To assure that each Offeror receives full recognition for its capability and experience, the City requires that Proposals be organized into the following major sections:

- 1.1. Executive Summary of Proposal.
- 1.2. Experience, Qualifications and Business References
- 1.3. Method of Approach
- 1.4. Experience of the Team
- 1.5. Financial Pricing Proposal
- 1.6. The City will, at its option, not allow exception to any material requirement if, in the opinion of the City, the exception alters the overall intent of this RFP, unless the exception would be of material benefit to the City. Exceptions, conditions, or qualifications to the provisions of the City's specifications must be clearly identified **and provided in the Proposal under this section. Offeror must state the section number, heading and/or paragraph or Term and Conditions that exception is being taken with and why.**
- 1.7. Appendices: Proposals may include appendices containing additional information such as standard contracts and agreements and other material the Offeror believes to be valuable to the City in making an informed decision.
- 1.8. Proposals should not exceed fifty (50) pages, exclusive of the appendices.



VIII: SUBMITTAL OF OFFER

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2. OFFER AND ACCEPTANCE:

The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of this RFPs and any written exceptions in the offer. The following should be provided if applicable:

Arizona Sales Tax No. _____

Use Tax No. for Out-of State Suppliers _____

City of Phoenix Sales Tax No. _____

W-9 Tax ID _____

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

Authorized Signature and date _____

Printed Name and Title _____

3. OFFEROR'S CONTACT INFORMATION:

Company Name _____

Address _____

City, State and Zip Code _____

Telephone Number _____

Company's Toll Free # _____

Email Address _____

Website _____

Payment Address: (If different from above)

NOTE: Any assignment of proceeds must go through the City of Phoenix, Division of Accounts, and formal assignment procedure. Please also refer to the Assignment Provision, item 5.2 of Section VI - Standard Terms and Conditions.

Company Name _____

Name _____

Address _____

City, State and Zip Code _____

Email Address _____

**EXHIBIT A
FINANCIAL PRICING PROPOSAL**

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

Cost is a factor in awarding the contract, however, only those Submittals that meet all the mandatory criteria in the RFP will be given consideration. The contract will not be awarded solely on the basis of price. After a composite score for each Offeror has been established, the pricing score will be considered and additional points will be added to the composite score to determine the RFP total score. The maximum score for price will be assigned to the firm offering the lowest price and proportional scores will be assigned to the other firms.

Consultant is to complete the COST, HOURS TO COMPLETE, and ELAPSED Time columns and submit as instructed in email. For clarification, "Elapsed Time" is an estimate of task time identifying duration of the task (week's format in decimal notation). Goal is to help City understand for example whether a 4 hr. task is expected to be completed in 1 day or possibly 4 weeks by the Consultant due to task dependencies

Consultant Responsibilities

- Assignment of appropriate staff.
- Ensuring assigned staff is on-site and ready for work.
- Coordinate any staffing issues with the City Project Manager.
- Escalate as soon as possible any changes to scope or issues that will impact completion of work, to the City Project Manager.
- Attend scheduled project status meetings(on site).
- Provide weekly written status reports of tasks completed to the City Project Manager.
- Provide Security experts with sufficient knowledge, education, experience and certifications to complete the options below. City expects the personnel whose resumes are included in the vendor's proposal to be the same personnel who will execute the Consultant's requirements under the SOW. Substitution of personnel is not allowed without prior written consent of the City. Failure to do so is grounds for immediate contract termination.
- Consultant communications will be with the City Project Manager and other City team's as directed by City Project Manager.
- Attend the initial on site planning session.
- Provide documentation as indicated in the deliverable section.

City Responsibilities

- Designate a City Project Manager, to whom Consultant and City communications will be addressed and who has the authority to act for City in all aspects of the project.
- Provide work environment (work area, network access, and telephone access
- Coordinate City IT staff as subject matter experts to assist Consultant staff
- Conduct status meetings as determined by City Project Manager
- Alert Consultant Project Manager of any issues relating to City resource availability
- Make available any system documentation the Consultant needs to perform the work
- Conduct an initial on site planning session

Critical Success Factors

City and CONSULTANT will work together to ensure the success of the project by addressing these critical success factors:

- Critical success will be defined as meeting all elements of the primary deliverable(s) cited above.
- All documents written must adhere to City format (Microsoft Word, Microsoft Excel, Microsoft PowerPoint, Microsoft Visio) and update existing City documentation where applicable.
- Any issues or changes need to be processed through the City project issue escalation process or the project change control process. The City has the ultimate authority for approval of any changes and or issue resolution.
- Contract will be a firm, fixed price cost contract.
- Consultant will develop project plan. City Project Manager and Consultant will review and refine the project plan as needed.
- Chief Information Security Officer (CISO) will provide sign-off (acceptance or rejection) of all deliverables.
- City Project Manager is responsible to notify Consultant of any anticipated impact to project plans, resources and or activities that relate to City responsibilities, or are within City's control or review.



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To assure that each Offeror receives full recognition for its pricing proposal, the City requires that Submittals use the following pricing matrix.

				To be completed by CONSULTANT and submitted as part of the proposal		
TASK	TASK DESCRIPTION	COMPLETION CRITERIA	DELIVERABLE	COST	HOURS TO COMPLETE	Elapsed Time
1	<p><u>Network Security.</u></p> <p>(1) Detailed analysis of network architecture evaluating data flow, physical and logical connections, communication protocols (intranet, extranet, remote VPN), and identify all vulnerabilities not covered by current security controls.</p> <p>(2) Enterprise network discovery and data leakage test to identify hosts, routers, and subnets that may be transmitting data on non-approved or unauthorized devices such as unauthorized third party connections, unauthorized Internet circuits, or unauthorized Virtual Private Networks (VPN's).</p> <p>(Consultant will be provided access to recent penetration testing reports and vulnerability scans.)</p>	<p>Completion of described tasks.</p> <p>Detailed cost estimates to include:</p> <p>(1) Hardware, software, and professional services.</p> <p>(3) Timeline for solution implementation.</p> <p>(4) Impact/risk to City if solution is not funded/authorized by City Executives.</p> <p>(6) Creation of both Executive level and technical presentations of findings and recommendations.</p>	<p>Diagram documenting unauthorized connections.</p> <p>Recommended solution for remediating unauthorized connections such as how to properly secure the connection.</p> <p>Executive level and technical presentations.</p> <p>Detailed 5-year cost estimates to include hardware, software, and professional services.</p> <p>Recommended priority timeline for solution implementation.</p> <p>Impact/risk in business terms to City if solution is not funded and/or authorized by City Executives.</p> <p>Provide deliverable documents in the following formats: MSWord, MSEXcel, MSPowerPoint, MSVisio.</p> <p>Obtain sign-off from City ITS staff (CISO).</p>	\$0		



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submitted as part of the proposal**

TASK	TASK DESCRIPTION	COMPLETION CRITERIA	DELIVERABLE	COST	HOURS TO COMPLETE	Elapsed Time
2	<p><u>Data Security.</u></p> <p>(1) Evaluate and assess current enterprise database security controls for mission critical applications located within the Finance, Fire, Human Resources, and Water Services Departments. Assessment should focus on controls for both regulatory and legal compliance (HIPAA, PCI, PII) as well as controls protecting Restricted City Information (RCI) following the NIST Cybersecurity Framework.</p>	Completion of described task.	<p>Provide deliverable documents in the following formats: MSWord, MSEXcel, MSPowerPoint, MSVisio.</p> <p>Obtain sign-off from City ITS staff (CISO).</p>	\$0		
3	<p><u>Security Operations</u></p> <p>Evaluate Security Operations Security Information and Event Management (SIEM) controls with regard to active monitoring, event correlation, threat response, resource capacity, and staff support as compared to services provided by Gartner's Magic Quadrant for Managed Security Services third-party firms.</p>	Completion of described tasks.	<p>Report of evaluation to include recommendations based on Consultants findings and assessments.</p> <p>Provide deliverable documents in the following formats: MSWord, MSEXcel, MSPowerPoint, MSVisio.</p> <p>Obtain sign-off from City ITS staff (CISO).</p>	\$0		

Also provide an hourly rate for each person proposed for this project for any work in addition to the Statement of Work that may be assigned by the City. No additional work will be permitted beyond the Statement of Work unless expressly authorized, in writing, by the Contract Representative.

Consultant	Hourly Rate



EXHIBIT B
INSURANCE REQUIREMENTS SOLICITATION SUBMITTAL CHECKLIST

Consultant and sub consultants shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement 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 Consultant, his agents, representatives, employees or sub consultants.

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

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

1. Commercial General Liability – Occurrence Form: Policy shall include bodily injury, property damage and broad form contractual liability coverage.

Table with 2 columns: Description and Amount. Rows include General Aggregate (\$2,000,000), Products – Completed Operations Aggregate (\$1,000,000), Personal and Advertising Injury (\$1,000,000), and Each Occurrence (\$1,000,000).

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

2. Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Table with 2 columns: Description and Amount. Row includes Combined Single Limit (CSL) for \$1,000,000.

a. The policy shall be endorsed to include the following additional insured language: "The City of Phoenix shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant, including automobiles owned, leased, hired or borrowed by the Consultant".

3. Worker's Compensation and Employers' Liability

Table with 2 columns: Description and Amount. Rows include Workers' Compensation (Statutory), Employers' Liability: Each Accident (\$100,000), Disease – Each Employee (\$100,000), and Disease – Policy Limit (\$500,000).

- a. Policy shall contain a waiver of subrogation against the City of Phoenix.
b. This requirement shall not apply when a Consultant or sub consultants is exempt under A.R.S. 23-901, AND when such Consultant or sub consultants executes the appropriate sole proprietor waiver form.

4. Professional Liability (Errors and Omissions Liability): The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Table with 2 columns: Description and Amount. Rows include Each Claim (\$1,000,000) and Annual Aggregate (\$2,000,000).



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

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

1. On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix shall be an additional insured to the full limits of liability purchased by the Consultant even if those limits of liability are in excess of those required by this Contract.
2. The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this Agreement, the Consultant must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided, or canceled for any reason. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission directly to Gloria Elliott, Contracts Specialist II, City of Phoenix Information Technology Services, 251 West Washington Street, 6th Floor, Phoenix, AZ 85003, gloria.elliott@phoenix.gov, 602/534-4119.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

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

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

All certificates required by this Agreement shall be sent directly to City **OF PHOENIX, INFORMATION TECHNOLOGY SERVICES, GLORIA ELLIOTT, CONTRACTS SPECIALIST II, 251 W WASHINGTON STREET, 6TH FLOOR, PHOENIX, AZ 85003**. The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

F. SUBCONSULTANTS: Consultants' certificate(s) shall include all sub consultants as additional insureds under its policies or Consultant shall furnish to the City separate certificates and endorsements for each sub consultants. All coverages for sub consultants shall be subject to the minimum requirements identified above.

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



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EXHIBIT C SOLICITATION SUBMITTAL CHECKLIST

(NOT NECESSARY TO RETURN CHECKLIST WITH OFFER - For Offeror's Use Only)

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

- 1. All forms have been signed. All of SECTION VIII: SUBMITTAL OF OFFER and required attachments are included. All contract terms have been read.
- 2. Narrative Portion of the Submittal follows the sequence set forth in SECTION V: EVALUATION REQUIREMENTS.
- 3. The prices offered have been reviewed. All blanks have been filled in. The pricing matrix is included with the Submittal.
- 4. The resume and other page limitations, if any, have been followed.
- 5. The insurance and bond and surety requirements, if any, have been reviewed to assure you are in compliance. Attach a Certificate of Insurance and other requested documents if requested to do so.
- 6. The specified number of copies of your offer has been included.
- 7. Any addenda have been signed and are included.
- 8. The mailing envelope has been addressed to:
City of Phoenix Information Technology Services
Gloria Elliott, Contracts Specialist II
251 W. Washington Street, 6th Floor
Phoenix, Arizona 85003

The mailing envelope clearly shows:

Company's name and address
RFP Number: ITS 16-010
RFP Title: INFORMATION SECURITY ARCHITECTURE ASSESSMENT
Proposal opening/due date: March 30, 2016

- 9. The Submittal will be mailed in time to be received no later than 2:00 p .m. local Arizona time.
- 10. Request for Consideration of Alternate Terms, if needed, is included. See SECTION I: INTRODUCTION, Item 8. If requested, the request must be submitted with the Submittal, must be clearly identified and provided in the Proposal under the Executive Summary section.