



**CLIENT SERVICES PORTAL SYSTEMS INTEGRATION
Request for Proposals (RFP)
RFP-22-CSSD-54**

SCHEDULE

ACTIVITY (All times are local Phoenix time)	DATE
Issue RFP	January 12, 2022
Pre-Proposal Meeting at time 1:00 p.m.	January 25, 2022
Submittal of Written Questions by 3:00 p.m.	January 28, 2022
Responses to Written Questions	February 4, 2022
Proposal Submittal by time 3:00 p.m.	February 21, 2022
Award Recommendation to Phoenix City Council	April 6, 2022

DEADLINE FOR PROPOSALS

February 25, 2022

Submit via email to hsdprocurement@phoenix.gov

PROCUREMENT OFFICER

Nancy Harrison, Procurement Officer
Telephone: (602) 262-4037 (7-1-1 Friendly)

Date posted on website: January 12, 2022

This RFP does not commit the City to award any agreement.
All dates subject to change.



TABLE OF CONTENTS

CITY OF PHOENIX

DESCRIPTION OF NEED: 4

MINIMUM QUALIFICATIONS: 4

AGREEMENT TERM AND CONTRACTUAL RELATIONSHIP: 4

PRE-PROPOSAL MEETING: 4

SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS: 5

CITY’S OFFEROR SELF-REGISTRATION AND NOTIFICATION: 5

PREPARATION OF OFFER: 5

EXCEPTIONS: 6

INQUIRIES: 6

ADDENDA: 6

LICENSES: 6

CERTIFICATION: 7

SUBMISSION OF OFFER: 7

WITHDRAWAL OF OFFER: 7

OFFER RESULTS: 7

PRE-AWARD QUALIFICATIONS: 7

AWARD OF CONTRACT: 8

CITY’S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST: 8

SOLICITATION TRANSPARENCY POLICY: 8

PROTEST PROCESS: 9

PUBLIC RECORD: 10

LATE OFFERS: 11

RIGHT TO DISQUALIFY: 11

DETERMINING RESPONSIVENESS AND RESPONSIBILITY: 11

**DETAILED EVALUATION OF OFFERS AND DETERMINATION OF
COMPETITIVE RANGE: 12**



TABLE OF CONTENTS

CITY OF PHOENIX

OFFERS NOT WITHIN THE COMPETITIVE RANGE: 12

DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE:..... 12

BEST AND FINAL OFFERS (BAFO):..... 13

SUBMITTALS:..... 15

EXHIBITS: 20

- EXHIBIT A - INSURANCE AND INDEMNIFICATION**
- EXHIBIT B - CONSULTANTS INSURANCE CERTIFICATE**
- EXHIBIT C - SCOPE OF WORK**
- EXHIBIT D - FEE SCHEDULE**
- EXHIBIT E - SUPPLEMENTAL TERMS AND CONDITIONS**
- EXHIBIT F - EVALUATION AND SCORING CRITERIA**

ATTACHMENTS:

- ATTACHMENT A - OFFER FORM**
- ATTACHMENT B - CERTIFICATION REGARDING DEBAREMENT**
- ATTACHMENT C - CONFIDENTIAL INFORMATION FORM**
- ATTACHMENT D - CONFLICT OF INTEREST AND SOLICITATION
TRANSPARENCY FORM**
- ATTACHMENT E - AUTHORITY TO SIGN DOCUMENTS**
- ATTACHMENT F - REFERENCES**
- ATTACHMENT G - PAYMENT TERMS & OPTIONS**
- ATTACHMENT H - ASSURANCES**
- ATTACHMENT I - AFFIDAVIT OF LAWFUL PERSENCE BY MAIL**
- ATTACHMENT J - DATA SECURITY AND PRIVACY QUESTIONNAIRE**
- ATTACHMENT K - PROPOSAL SUBMITTAL AFFIDAVIT**
- ATTACHMENT L - STATE AND LOCAL FISCAL RECOVERY FUND
AWARD LETTER DOCUMENT**

EXAMPLES:

- CLIENT DOCUMENT CHECKLIST**
- CLIENT INTAKE QUESTIONNAIRE**

RFP PROCESS

DESCRIPTION OF NEED:

The City of Phoenix Human Services Department (HSD) is seeking the consultant services of qualified firms or individuals with the capability to develop and maintain a cloud-based Client Portal where residents can apply for the City's Emergency Assistance program. The program provides housing and utility assistance to residents meeting eligibility requirements and is funded by various federal, state and city grants. The Client Portal is the source system for managing assistance requests including supporting documentation and communication with case workers.

MINIMUM QUALIFICATIONS:

Offeror must demonstrate in their proposal that it meets the minimum qualifications of 3 years of experience in designing, implementing, and maintaining customer facing portals, developing solutions for projects similar in size, scope, and user base to the City of Phoenix's Emergency Assistance program. Proposals failing to meet the minimum qualifications will be disqualified as non-responsive.

AGREEMENT TERM AND CONTRACTUAL RELATIONSHIP:

- 1.1. The City may require the selected Offeror to participate in negotiations and to submit such costs, technical or other revisions of the submittals as may result from negotiations. The City shall draft all final contracts and documents that result from this RFP.
- 1.2. Offerors are responsible for reading the agreement and submitting any questions about it in accordance with the process listed in this agreement. By submitting a proposal, each Offeror agrees it will be bound by the agreement if selected. The City anticipates a 5-year term with two options to extend for additional five-year terms which may be exercised at the sole discretion of the City. Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence of any of the following:
 - reaching the end of the term and any extensions,
 - completing the services set forth in the Scope of Work (the "Services"),
 - payment of the maximum authorized compensation,
 - reaching funding expenditure deadlines; or
 - termination pursuant to the provisions of the agreement.

PRE-PROPOSAL MEETING:

All interested Offerors are encouraged to attend the Pre-Proposal Conference on January 25, 2022 at 1:00 pm Arizona time via Cisco WebEx. HSD staff will provide an overview of the RFP process and answer any RFP related questions. This meeting is not mandatory. To access the Pre-Proposal Conference, click the link below. Any questions asked during the Pre-Proposal Conference must also be emailed to the Procurement Officer by the submission deadline.

<https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=m2771313b861274056578b0f62b6411bc>

Join by meeting number: Meeting number (access code): 2464 076 6330
Join by phone: +1-415-655-0001 US Toll, Access code: 2464 076 6330
Join by video system: Dial 24640766330@cityofphoenix.webex.com. You can also dial 173.243.2.68 and enter your meeting number.

For RFP related questions, email hsdprocurement@phoenix.gov. The due date for submission of written questions is **3:00 p.m. (Arizona time) January 28, 2022**.

SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS:

Consultant will develop and maintain the client portal in accordance with the Scope of Work as set forth in *Exhibit C*, which may be supplemented with additional detail from time to time during the term of the Agreement, and that are satisfactory to the City. In performing these services, Consultant will also specifically comply with the applicable Supplemental Terms and Conditions that are set forth in *Exhibit E*. Consultant will provide progress reports to the City per a mutually agreed-upon schedule.

CITY'S OFFEROR SELF-REGISTRATION AND NOTIFICATION:

Offerors must be registered in the City's eProcurement Self-Registration System at <https://www.phoenix.gov/financesite/Pages/EProc-help.aspx> to respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from a Consultant who has not registered in the City's eProcurement system.

PREPARATION OF OFFER:

- 1.1 All forms provided must be completed and submitted with your offer. The signed and completed Solicitation Disclosure form must be included or your offer may be deemed non-responsive.
- 1.2 It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of your offer must be initialed in original ink by the authorized person signing the offer. No offer will be altered, amended, or withdrawn after the specified offer due date and time. The City is not responsible for Offeror's errors or omissions.
- 1.3 All time periods stated as a number of days will be calendar days.
- 1.4 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 responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:
- 1.5 Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
- 1.6 Study and carefully correlate Offeror's knowledge and observations with the solicitation and other related data.
- 1.7 Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which Consultant has discovered in or between the solicitation and such other related documents.
- 1.8 The City does not reimburse the cost of developing, presenting, or providing any response to this solicitation. Offers submitted for consideration should be

prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.

EXCEPTIONS:

Offeror must not take any exceptions to any terms, conditions, or material requirements of this solicitation. Offers submitted with exceptions will be deemed non-responsive and disqualified from further consideration. Offerors must conform to all the requirements specified in the solicitation. The City encourages Offerors to ask the procurement officer questions rather than including exceptions in their Offer.

INQUIRIES:

All questions that arise relating to this solicitation should be directed to the procurement officer on the solicitation cover page.

To be considered, written inquiries must be received at the address on the cover page by the submittal time. Written inquiries may be emailed to the address on the cover page. Inquiries received will then be answered in an addendum.

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

The Procurement Officer will answer written inquiries in an addendum and publish any addenda on the City's Procurement Website.

ADDENDA:

The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix regarding the offering instructions, plans, drawings, specifications, or contract documents. Any changes to the plans, drawings and specifications will be in the form of an addendum. The Offeror must acknowledge receipt of any/all addendum by signing and returning the addenda document with the offer submittal.

BUSINESS IN ARIZONA:

The City will not enter contracts with Offerors (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission, unless the offeror asserts a statutory exception prior to entering a contract with the City.

LICENSES:

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

CERTIFICATION:

By signature in the offer section of the Affidavit page, Offeror certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Offeror must not discriminate against any employee, or Client for employment in violation of Federal or State Law. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

SUBMISSION OF OFFER:

Offers must be submitted electronically via email and the following information should be noted on the subject line:

- Solicitation Number
- Solicitation Title
- Electronic Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. The prevailing clock will be the email arrival time.
- Please submit your bid electronically via email to hsdprocurement@phoenix.gov. The date and time on the email will provide proof of submission and verification if the bid was received on or prior to the Due Date and Time. Please enter the solicitation number on the subject line of the email when submitting your bid. Indicate in the body of the email that you are submitting a response to the solicitation.

All offers must be completed in ink or typewritten. Include the number of copies that are required as indicated in the Submittal section.

WITHDRAWAL OF OFFER:

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

OFFER RESULTS:

Offers will be opened on the offer due date, time and location indicated in the Schedule of Events. Offers and other information received in response to the solicitation will be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Offers are not available for public inspection until after the City has posted the award recommendation on the City's website.

PRE-AWARD QUALIFICATIONS:

- 1.1 Offeror must have been in operation a minimum of 3 years. The Offeror's normal business activity during the past 3 years will have been for providing the services, or substantially similar services, to those requested in this solicitation. (This information must be provided in The Submittal section.)

- Years in Business and Customer Reference Listing of this solicitation.)
- 1.2 Upon notification of an award the Offeror will have 10 business days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.

AWARD OF CONTRACT:

Unless otherwise indicated, award(s) will be made to the most responsive, responsible Offeror(s) who are regularly established in the service contained in this solicitation and who have demonstrated the ability to perform the required service in an acceptable manner. The City reserves the right to award a contract by individual line items, by group, all or none, or any other combination most advantageous to the City. The City reserves the right to multiple awards.

Factors that will be considered by the City include:

- Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This includes performance history on past and current government or industrial contracts.
- Methodology;
- Cost and Fiscal Ability;
- Organization Capacity;
- Implementation Plan;
- Demonstrated availability of the necessary manpower (both supervisory and operational personnel) to accomplish the scope of work in the Solicitation; and,
- Offeror history of performance and termination for convenience or cause.

Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all offers or portions thereof; or (3) reissue a solicitation.

CITY’S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST:

The City reserves the right to disqualify any Offeror based on any real or apparent conflict of interest that is disclosed by the offer submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any Offeror submitting an offer 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.

POST AWARD CONFERENCE:

After award, the Offeror may be required to participate in a Post Award Conference for the purpose of ensuring a complete understanding of the requirements.

SOLICITATION TRANSPARENCY POLICY:

- 1.1 Commencing on the date and time a solicitation is published, potential or actual offerors or respondents(including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any

members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation. If the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff who is not involved in the selection process.

- 1.2 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 the Procurement Officer, and are posted as open meetings with the City Clerk at least 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.
- 1.3 With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.
- 1.4 This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **PROPOSERS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After official Notice is received by the City for disqualification, the Proposer may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.
- 1.5 "To discuss" means any contact by the proposer, regardless of whether the City responds to the contact. Offerors that violate this policy shall be disqualified until the resulting contract(s) are awarded, or all offers, or responses are rejected, and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

PROTEST PROCESS:

- 1.1 Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety, or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will

- proceed unless the City determines that it is in the City's best interests to set new deadlines, amend the solicitation, cancel or re-bid.
- 1.2 Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.
 - 1.3 Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.
 - 1.4 Offeror may protest an award recommendation if the Consultant can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations to award the contract(s) to a particular Offeror on the City's website. Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City's full and final discretion.
 - 1.5 All protests will be in writing, filed with the Procurement Officer identified in the solicitation, and include the following:
 - Identification of the solicitation number;
 - The name, address and telephone number of the protester
 - A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
 - The form of relief requested; and
 - The signature of the protester or its authorized representative.
 - 1.6 The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City's Procurement Code, (Phoenix City Code, Ch. 43), and administrative regulations and any protests or appeals not submitted within the time requirements will not be considered.

PUBLIC RECORD:

All Offers submitted in response to this invitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If an Offeror believes that a specific section of its Offer response is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Offeror may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Offeror clearly labels the information "confidential." To the extent necessary for the evaluation process, information marked as "confidential" will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Offerors as "confidential" available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify an Offeror in writing of any request to view any portion of its Offer marked "confidential." The Offeror will have the time set forth in

the notice to obtain a court order enjoining such disclosure. If the Offeror does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

LATE OFFERS:

Late Offers must be rejected, except for good cause. If a late Offer is submitted, the Department will document the date and time of the submittal of the late Offer, keep the Offer and notify the Offeror that its Offer was disqualified for being a late Offer.

RIGHT TO DISQUALIFY:

The City reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Offeror based on any real or apparent conflict of interest that is disclosed by the Offeror submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of a solicitation response, the Offeror waives any right to object now or at any future time, before any agency or body including, but not limited to, the City Council of the City or any court as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Offeror.

EVALUATION OF COMPETITIVE SEALED OFFERS:

The City will use its discretion in applying the following processes to this solicitation. Any ties in scoring will be resolved with a best and final price request and the lowest price will prevail.

DETERMINING RESPONSIVENESS AND RESPONSIBILITY:

- 1.1 Offers will be reviewed for documentation of minimum qualifications, completeness, and compliance with the Solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.
- 1.2 Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers (as the case may be) will render an Offer nonresponsive.
- 1.3 Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and an Offer that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the City in its sole discretion may instruct in writing that any Offeror remove the conditions, exceptions, reservations, or understandings. If the Offeror fails to do so in writing, the City may determine the Offer to be nonresponsive.

- 1.4 Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the consultant, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible contractor. Responsibility includes the Offeror's integrity, skill, capacity, experience, and facilities for conducting the work to be performed.
- 1.5 The Procurement Officer, in consultation with legal counsel, will review each Offer to determine if the Offeror is responsible. The City's determination as to whether an Offeror is responsible will be based on the information furnished by the Offeror, interviews (if any), any information at the City's request, information in any best and final offer, and information received from Offeror's references, including information about Offeror's past history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Contract resulting from the Solicitation will not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is made by the City as it deems necessary. A review of responsibility may occur up to contract award.
- 1.6 The Offeror's unreasonable failure to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror.

DETAILED EVALUATION OF OFFERS AND DETERMINATION OF COMPETITIVE RANGE:

During deliberations, the Evaluation Panel will reach a consensus score for each evaluation criterion. The consensus scores will determine the Offerors' rankings, and which Offers are within the Competitive Range, when appropriate.

OFFERS NOT WITHIN THE COMPETITIVE RANGE:

The City may notify Offerors of Offers that the City determined are not in the Competitive Range.

DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE:

- 1.1 The City will notify each Offeror whose Offer is in the Competitive Range or made the 'short list' and provide in writing any questions or requests for clarification to the Offeror. Each Offeror so notified may be interviewed by the City and asked to discuss answers to written or oral questions or provide clarifications to any facet of its Offer. The Offerors in the competitive range may be required to provide a demonstration of their product.
- 1.2 Demonstrations - Offerors in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City of Phoenix. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The City may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be

tabulated and delivered to the evaluation team for the final review and solution selection session(s).

- 1.3 If an Offer in the Competitive Range contains conditions, exceptions, reservations, or understandings to or about any Contract or Solicitation requirement, the City may discuss or negotiate the conditions, exceptions, reservations, or understandings during these meetings. But the City in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the City may instruct any Offeror to remove the conditions, exceptions, reservations, or understandings. If the Offeror fails to do so, the City may determine the Offer is nonresponsive, and the City may revoke its determination that the Offer is in the Competitive Range.
- 1.4 To the fullest extent permitted by law, the City will not provide any information, financial or otherwise, to any Offeror about other Offers received in response to this solicitation. During discussions with Offerors in the Competitive Range, the City will not give Offerors specific prices or specific financial requirements that Offerors must meet to qualify for further consideration. The City may state that proposed prices are too high with respect to the marketplace or otherwise unacceptable. Offerors will not be told of their relative rankings before Contract award.

BEST AND FINAL OFFERS (BAFO):

- 1.1 A BAFO is an option available for negotiations. Each Offeror in the Competitive Range, which is determined in the City's sole discretion, may be afforded the opportunity to amend its Offer and make one BAFO.
- 1.2 If an Offeror's BAFO modifies its initial Offer, the modifications must be identified in the BAFO. The City will evaluate BAFOs based on the same requirements and criteria applicable to initial Offers. The City will adjust appropriately the initial scores for criteria that have been affected by Offer modifications made by a BAFO. Based on the criteria defined in the solicitation as weighted, the City will then perform final scoring and prepare final rankings.
- 1.3 The Evaluation Panel will recommend the Offer that is the best value and most advantageous to the City based on the evaluation criteria.

The City reserves the right to make an award to an Offeror whose Offer is the highest rated, best value, and most advantageous to the City based on the evaluation criteria, without conducting written or oral discussions with any Offeror, without negotiations, and without soliciting BAFOs.

SUBMITTALS:

COPIES:

- 1.1. Please submit one (1) original of the Submittal Section and all other required documentation via email.
- 1.2. **Please submit only those documents outlined in the Submittal Section, do not submit a copy of the entire solicitation document.** This offer will remain in effect for a period of 180 calendar days from the opening date and is irrevocable unless it is in the City's best interest to release offer(s).
- 1.3. **Documents shall be submitted in Portable Document Format (PDF). Please organize attachments into a zip folder with files listed under appropriate section title. Multiple email submissions with documents following the initial email will not be accepted. The submission should be contained in one email.** Contact the Procurement Officer listed on the cover page if your PDF attachments exceed the mail server's size limit and your email cannot be sent.

2. HOW TO SUBMIT ELECTRONICALLY:

Step 1: Put together your offer documents in PDF format. Submit each section in PDF file(s) as outlined in Section 4 below.

Step 2: Enter hsdprocurement@phoenix.gov in the "To" field.

Step 3: Enter the Solicitation Title and Number and your company name in the "Subject" field

Step 4: Include in the body of the email that you are submitting in response to the identified solicitation.

Step 5: Attach all applicable documents for your submission.

Step 6: Click "Send." Once submitted, the submission will be deemed a complete submission.

3. OFFER SUBMITTAL FORMAT:

The written Offer should be:

- Typewritten for ease of evaluation.
- Signed by an authorized representative of the Offeror.
- Submitted with contact information for the individual(s) authorized to negotiate with the City.
- Submitted with a table of contents with the following:

Section 1	General Information
Section 2	Requirements implemented on a robust, secure, and managed platform
Section 3	Proven Methodology
Section 4	Cost
Section 5	Organization experience and capacity
Section 6	Other Required Submittals (Attachments A-J)
Section 7	Signed Addenda, if applicable

4. OFFER SUBMITTAL CONTENT: The Offer shall include the following information and must be submitted in the following sequence.

4.1. Section 1 – General Information

In this Section, Offeror shall provide one page with the following information: Full company name, address, phone number, and the name and email address of your contact person for the offer. Do not include additional information.

4.2. Section 2 – Requirements implemented on a robust, secure, and managed platform (400 Maximum Points)

Please describe in detail:

- Capability rating and narrative for functional and non-functional requirements
- Flag requirements that will be delivered within 90 days after launch
- High-level technical architecture diagrams (application, storage, computing, network security, monitoring, etc.) demonstrating that resources and processes exist to ensure performance, reliability, recoverability, and security of the system
- Completed security assessment

4.3 Section 3 – Proven Methodology (200 Maximum Points)

In this Section, Offeror shall provide a narrative response that addresses your organization’s experience, and the method of approach:

- Proposed Project team structure including City of Phoenix resources
- Deliverable timeline
- Sample sprint plan
- Sample user stories and wireframes
- Sample test plans, templates, and test automation if any
- Sample training plans – what is included, training delivery, etc.
- Sample go live criteria and checklist
- Support team structure for 1st month after launch and thereafter
- Overview of change control and quality control after launch
- Overview of DevOps practices used

4.4 Section 4 – Cost (200 Maximum Points)

- Implementation and first year cost
- Year 2, 3, 4 and 5 support and hosting costs
- Hourly rate for enhancements

4.5. Section 5 – Organization Experience and Capacity (200 Maximum Points)

- For 3 similar projects completed in last 3 years, describe high-level scope, timeline, FTEs and budget
- What is your earliest start date and whether any key resources are also involved in other projects?
- Include experience level of resources involved in project and support

4.6. Section 6 – Other Required Submittals

In this Section, Offeror shall complete and submit the following documents:

- Attachment A – Offer Form
- Attachment B – Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusions
- Attachment C – Confidential Information Form
- Attachment D – Solicitation Conflict & Transparency Disclosure Form
- Attachment E – Authority to Sign Documents
- Attachment F – References
- Attachment G – Payment Terms and Options
- Attachment H - Assurances
- Attachment I - Affidavit of Lawful Presence by Mail (English)
- Attachment J – Data Security and Privacy Questionnaire
- Attachment K – Proposal Submittal Affidavit
- Attachment L – State and Local Fiscal Recovery Fund Award Letter

4.7 Section 7 – Signed Addenda

In this Section, Offeror must acknowledge receipt of all solicitation addenda, if applicable, by signing and submitting the addenda with their offer.

EXHIBITS:

EXHIBIT A - INSURANCE AND INDEMNIFICATION

1. DEFENSE AND INDEMNIFICATION CLAUSE:

Consultant (“Indemnitor”) must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever (“Losses”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors (“Indemnitor’s Agents”) arising out of or in connection with this Contract. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses or other amount arising out of or recovered under any state’s Workers’ Compensation Law or arising out of the failure of Indemnitor or Indemnitor’s Agents to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. Indemnitor’s duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely as a result of Indemnitee’s own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Indemnitor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to any work performed by Indemnitor or Indemnitor’s Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.

2. CONTRACTOR’S INSURANCE:

Consultant and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Consultant and its agents, representatives, employees and subcontractors. Consultant and subcontractors must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Contract.

The City in no way warrants that the limits stated in this section are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this Contract by the Consultant, its agents, representatives, employees or subcontractors and Consultant may purchase additional insurance as they determine necessary.

- 2.1. SCOPE AND LIMITS OF INSURANCE: Consultant must 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 liability limits provided that (1) the coverage is written on a “following form” basis, and (2) all terms under each line of coverage below are met.

Commercial General Liability – Occurrence Form

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

- The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Consultant related to this Contract.
- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Consultant.
- The Consultant’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

2.1.1. Worker’s Compensation and Employers’ Liability

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

- Policy must contain a waiver of subrogation against the City of Phoenix.
- This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. §23-902(E), **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

2.1.3. Technology Errors and Omissions Liability

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

- The policy must cover errors and omissions or negligent acts in the delivery of products, services, and/or licensed programs for those services as defined in the Scope of Services of this Contract.
- Consultant warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended reporting period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

2.1.4. Network Security and Privacy Liability (required if Consultant has access to personal or confidential data.)

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

- Policy must cover (1) third party claims and losses with respect to network risk and invasion of privacy (2) crisis management and third-party identity theft response costs and (3) cyber extortion
- Consultant warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended reporting period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

2.2. NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this Contract, the Consultant must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to **(City of Phoenix Department Representative's Name & Address & Fax Number)**.

2.3. 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 required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

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

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

All certificates required by this Contract must be sent directly to **(City Department Representative's Name and Address)**. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

2.5. SUBCONTRACTORS: Consultant's certificates shall include all subcontractors as additional insureds under its policies **OR** Consultant shall be responsible for ensuring and verifying that all subcontractors have valid and collectable insurance. At any time

throughout the life of the contract, the City of Phoenix reserves the right to require proof from the Consultant that its subcontractors have insurance coverage. All subcontractors providing services included under this Contract's Scope of Services are subject to the insurance coverages identified above and must include the City of Phoenix as an additional insured. In certain circumstances, the Consultant may, on behalf of its subcontractors, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Consultant assumes liability for all subcontractors with respect to this Contract.

- 2.6. APPROVAL:** Any modification or variation from the insurance coverages and conditions in this Contract must be documented by an executed contract amendment.

EXHIBIT B – CONSULTANTS INSURANCE CERTIFICATE

EXHIBIT C – SCOPE OF WORK

1.0 INTRODUCTION

1.1 Overview

The Human Services department is seeking an Offeror to develop and maintain a cloud-based Client Portal where residents can apply for the Emergency Assistance program. The Client Portal is the source system for managing Client questionnaires including supporting documentation and communication with case workers.

Offeror will be responsible for full system lifecycle of the Client Portal including design, coding, ensuring that all features are fully tested, product launch, end user training and ongoing support and maintenance. Post launch, Offeror shall make resources available to develop any system enhancements necessary for ongoing operations. Offeror will work with designated staff to gather all the requirements and obtain signoff both during initial implementation and for future system enhancements.

1.2 Product Perspective

Clients for the City of Phoenix's Human Services Department's Emergency Assistance program utilize the call-in line to book an appointment slot at one of the centers where a case worker will review their questionnaire. Client will receive a link via email to the Client Portal where he/she/they creates a user account, completes the emergency assistance questionnaire and uploads supporting documentation. The Client Portal will also allow residents without appointment to create an account and submit the questionnaire.

Portal user accounts will remain in existence until deactivated due to inactivity, timeframe to be determined by program staff. Clients can login anytime and view status of questionnaires submitted in addition to creating a new one. Inbox will hold all messages received, until deactivated due to inactivity, timeframe to be determined by program staff.

Case workers review the submitted questionnaires and communicate with Clients if required documentation is missing. Once the questionnaire is complete, Client will be confirmed for his/her/their appointment if one exists or will be invited to book an appointment online.

Once the questionnaire is approved for intake, case worker will upload the information to the department's Case Management System. Communications between Portal and Case Management System will take place using webservices over secure connection.

Definitions:

Client: Person(s) seeking assistance for self and/or Client household members via the Client Portal. All Clients can create a Portal account and submit questionnaire for case worker review.

Questionnaire: Vehicle used to obtain Client information and determine eligibility. The questionnaire is common across all grants (federal, state and city). Includes all submitted documentation required for assessment.

Case Worker: City representative tasked with assisting Clients in obtaining assistance.

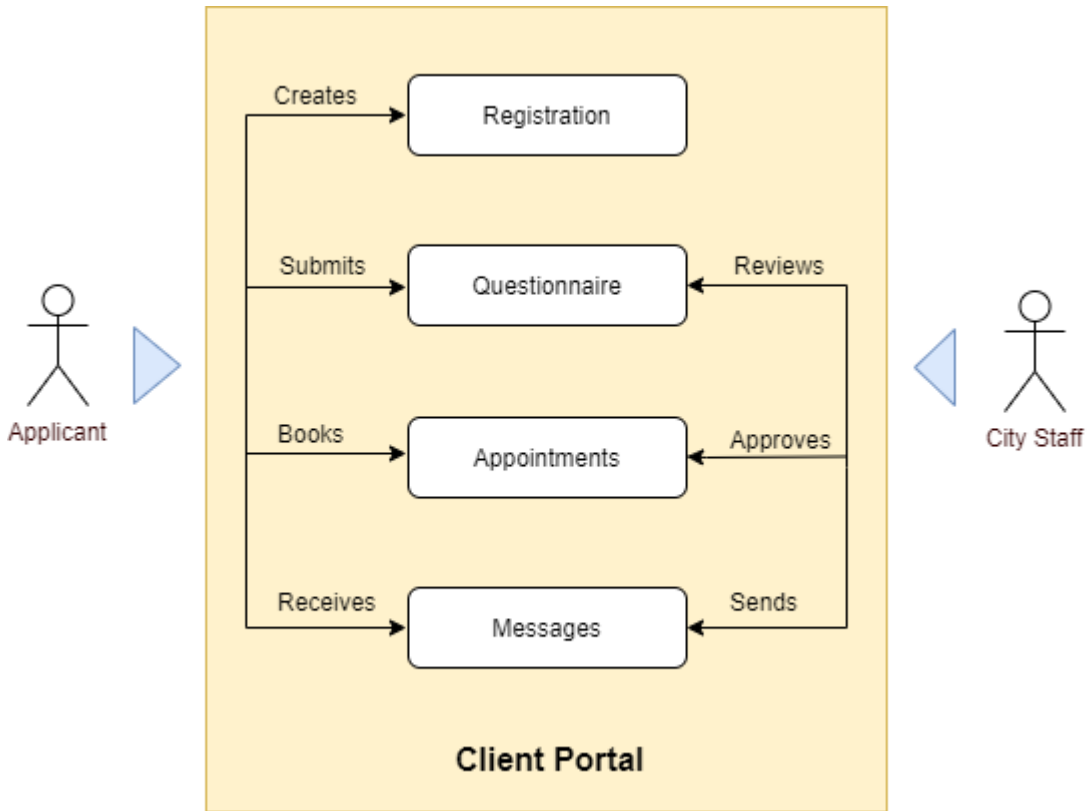
Administrator: City representative tasked with account provision and system housekeeping.

Appointment: Time slot where case worker reviews the questionnaire with Client to determine eligibility for emergency assistance.

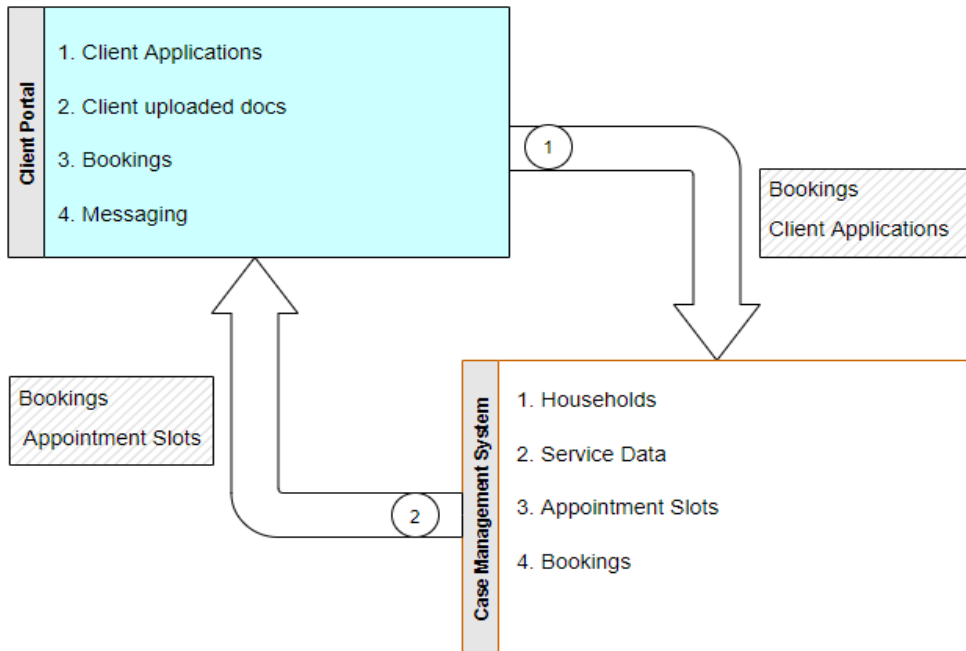
Systems communicate using pull mechanism.

- Portal retrieves name and email address of Clients who booked an appointment. In addition, it retrieves appointment slots available for online use.
- Case Management System retrieves submitted questionnaires, associated documents and appointment slots booked and/or rescheduled by the Clients.

User Interaction:



System Communication:



1.3 Product Functions

The Client Portal is the primary system where Clients manage their questionnaires for emergency assistance. It will also be used by Case Workers to view questionnaires and

communicate with Clients regarding missing information. The main functions are:

1. Clients view submitted questionnaires and their status
2. Clients create and edit questionnaire
3. Send automated notifications to the Client (email and text)
4. Upload completed questionnaires to Case Management System
5. Case Workers send secure messages to the Clients
6. Clients can manage their appointments (book, reschedule, cancel, etc.)
7. Access roles managed by Administrator in addition to account provisioning and system housekeeping

Please refer to functional and non-functional section requirements below for detailed information.

1.4 User Classes

The user types listed below are authorized to use the system:

1. Clients who booked an appointment at one of the (3) Family Service Centers through the call-in phone line.
2. Clients without an appointment but who submitted a questionnaire for consideration through the Client portal.
3. Case Workers who will review questionnaires
4. Contracted third party's
5. Administrator

1.5 Deliverables

The following deliverables are necessary for a complete and successful implementation. Offeror will work with City staff to create an implementation schedule and obtain signoff for each deliverable before proceeding to the next deliverable. Each deliverable must be to the City's satisfaction.

1. Use cases (or user stories) and screen mockups (ex: wireframes)
2. Proof of successful user acceptance testing (shall cover all use case scenarios)
3. Staff training
4. Product launch on a certified cloud platform.

2.0 REQUIREMENTS

Offeror should complete the requirements section by rating the capabilities of their proposed solution against the specific requirements defined. Please use the Capability Value scoring provided below to respond to each requirement. In addition, Offeror must provide a narrative for each requirement where Offeror responds with a capability value of 0, 1, 2, 3. A narrative is required to understand the Offeror's solution capabilities that meet each specified requirement.

Capability Value Rating Criteria for Offeror Response to Requirements

Capability Value	Description
0	Functionality Not Provided: Solution does not meet requirement, even with a third-party solution.
1	Functionality Provided but Requires Integration with Third Party: Solution requires third party hardware/software solution to meet requirement. Please name and identify third party solution required in the Description and/or Comments field.
2	Functionality Provided but Requires Customization: Extensive programming or configuration in excess of 80 hours is required to deliver requirement.
3	Functionality Provided Out-Of-The-Box: The Offeror provides the functionality from its existing code base and basic/minimal configuration may be required to deliver requirement.

NOTE: Neglecting to provide a capability value rating for any requirement and/or not providing a written narrative as instructed will be interpreted as nonresponsive. The following table sets forth requirements which include a combination of business and technology requirements (functional and non-functional).

Rating the capabilities of the Offeror's proposed solution against security and privacy requirements requires the City of Phoenix Information Security and Privacy Office (ISPO) to gather information and assess the current maturity of the security program and privacy program implemented across the Offeror and the City of Phoenix. Assessing security program and privacy program maturity requires the completion of a questionnaire based on the latest version of the National Institute of Standards and Technology (NIST) Cybersecurity Framework's and Privacy Framework's core functions, categories, and subcategories. This questionnaire is provided as **Attachment J**.

Unless stated otherwise, system requirements are due at the launch. Offeror has the option of completing remaining requirements later as deliverable # 2 but within 3 months after the initial launch. Please indicate your choice in the narrative.

2.1 Functional Requirements

Questionnaire List: Client must be able to view his/her/their submitted questionnaires and create new questionnaire			
Item #	Requirement	Capability Value (0-4)	Narrative
1	View a listing of questionnaires, their appointment dates, status (outcome such as services provided, ineligible, incomplete questionnaire, etc. with additional detail), and any alerts needing action.		
2	Cannot submit another questionnaire until the current one has been processed or has expired due to lack of submission.		
3	Questionnaire can be started from scratch or from import from last submitted questionnaire. Client and household member information is copied including their documents, but income and expenses must be re-entered.		
4	New questionnaire must begin with general eligibility rules to assist the client in deciding whether to move forward. Verbiage must be customizable by the administrator.		
5	Submitted questionnaires are read-only. Questionnaire can be made editable by administrator for resubmission if documents are incomplete.		
6	Unsubmitted questionnaires are deleted after 30 days.		
7	Clients without an appointment will not be able to start a questionnaire once identified capacity has been reached. The capacity will be set by Administrator and can vary based on staffing levels.		

New Questionnaire: Client must be able to complete all sections in the questionnaire and have ability to save and edit later. Once submitted, questionnaire cannot be edited, but missing documents can be uploaded if requested by the assigned Case Worker.

Item #	Requirement	Capability Value (0-4)	Narrative
1	Household Information - Required fields are address, phone number, housing type (dropdown), housing payment, years/months living in AZ, years/months living in Maricopa County, and reason for seeking emergency assistance (via dropdown and free text).		
2	Household Information - Optional fields are name of utility company (one or more), whether a utility is shutoff, if anyone in household is pregnant.		
3	Primary Client and Household Members - Required fields are last name, first name, SSN, date of birth, race (dropdown), gender (dropdown), Latino Y/N, employment type (dropdown), insurance type (dropdown), highest grade completed (dropdown), marital status (dropdown), US citizen Y/N or N/A, Active Military Y/N, Disabled Y/N, Homebound Y/N, Veteran Y/N, whether client is seeking benefits for household member (including self) Y/N.		
4	<p>Primary Client and Household Members</p> <p>SSN (partially visible unless editing and if not available system should generate a pseudo) is a required field for Client household members (including Client) optional field for non-Client household members (including Client).</p> <p>- US Citizen Y/N is a required field for Client household members (including Client).</p> <p>- Immigration status (dropdown) is a required field for non-citizen Client household members (including Client).</p> <p>- Administrator should have ability to deactivate required SSN, US citizen, and immigration status fields conditional upon type of assistance sought.</p>		
5	Primary Client and Household Members		

	- For household members, enter relationship to the primary Client.		
6	Household Income (last 30 days) for everyone - Required fields are recipient, income type (dropdown), date received, amount, pay frequency (dropdown), source, Earned Income Y/N.		
7	Household Income (last 30 days) - Indicate if the household has no income; certify through client attestation.		
8	Household Expenses - Client must enter household expenses for the last 30 days. i.e.housing, utilities, food, transportation, and childcare. Required fields are expense type (dropdown), amount, utility account number if applicable.		
9	<p>Eligibility Documentation - Client must be able to upload documentation such as birth certificate, ID, social security card, income stubs, etc. as part of the questionnaire. Questionnaire can be submitted without these or with only some of these documents and case worker will request them if needed.</p> <ul style="list-style-type: none"> • Upload birth certificates for all household members. • Upload identification for all household members above 18. • Upload social security card for all household members. • Upload proof of income for household members with income reported prior. • Upload utility bills, lease documents, etc. • Upload proof of crisis such as disconnect notice or past due bills. 		
10	Eligibility Documentation - Upload process on smart phone should utilize the built-in camera.		
11	Eligibility Documentation - Uploaded documents cannot be downloaded or viewed to ensure data privacy.		
12	Eligibility Documentation - Scan document for viruses before saving to storage.		
13	Eligibility Documentation - Limit file size to less than 1MB.		

14	Rental Assistance Documentation - Clients seeking rental assistance may provide landlord's W-9 information, including a copy of the current lease and any eviction notice. Required fields are landlord name, address, phone, email address.		
15	Submit the questionnaire - Client must certify that information provided is accurate before submitting it <ul style="list-style-type: none"> Show summary of information entered for the questionnaire Digitally sign and submit 		

Book Appointment: Client can manage their appointments online. Delivery within 90 days after launch.

Item #	Requirement	Capability Value (0-4)	Narrative
1	Client with existing appointment can reschedule or cancel the appointment within a designated time. System should present a listing of available appointments and send email confirmation.		
2	Clients without appointment can book one if questionnaire has been approved by the Case Worker.		
3	System wide appointment booking feature can be enabled by the Administrator.		

Client and landlord communication: Client should view messages sent regarding the questionnaire. In addition, automated notifications will be sent as email or text about upcoming appointment, etc.

Item #	Requirement	Capability Value (0-4)	Narrative
1	Inbox style message list where user can view messages sent by Case Worker and mark them as read.		
2	Alert by email, etc. when a new message has been received.		

3	Automatically remove messages older than 1 year.		
4	Send notification reminders about the questionnaire submission and appointment date.		
5	Send notifications when a Client is a no-show or has not completed the questionnaire.		
6	Allow staff to communicate directly with landlord to request additional information via email address submitted by Client.		

Manage Client Questionnaire: Users should be able to view a listing of all questionnaires and perform actions listed below. Feature only available to the Case Workers

Item #	Requirement	Capability Value (0-4)	Narrative
1	View questionnaire including attachments.		
2	Allow notes, set questionnaire status and assign a Case Worker.		
3	Allow a message to be sent to the Client. Maintain a copy of messages sent. Note, Client will receive an email asking to check their Inbox for new message.		
4	Allow a Client to book an appointment online if the questionnaire is complete and generate an email to the Client. Delivery within 90 days after launch.		
5	Generate a PDF of the submitted questionnaire.		
6	Ability to reschedule, create or cancel an appointment. Delivery within 90 days after launch.		
7	Allow for Client search feature including all communication notes, actions, case status and other related historical data and communications.		

Data Exchange: Interface with external system to securely obtain Client and appointment information and to provide completed questionnaire data. Data should be transferred over HTTPS using a standard web service architecture such as REST or SOAP.

Item #	Requirement	Capability Value (0-4)	Narrative
1	Obtain new appointment and questionnaire information from external system. This will be used to match portal user to the person who booked the appointment using call-in line. When there is a match, Client will see the appointment time on portal landing page and receive automated reminders if questionnaire is not submitted on time.		
2	Obtain available appointment slots so that Clients with a completed questionnaire can book an appointment. Delivery within 90 days after launch.		
3	Provide questionnaire data and attachments for import into external system.		
4	Provide APIs to perform actions listed under section titled "Manage Client questionnaires" to allow them to be invoked from external system.		

Account creation and access: Any Client should be able to register as a new user. Access must be restricted to authorized users and devices, and credentials must be secure.

Item #	Requirement	Capability Value (0-4)	Narrative
1	New user registration should verify email address.		
2	After three unsuccessful login attempts, system should be locked for 1 hour or until unlocked by the administrator.		
3	Login authorization expires after 30 minutes of inactivity and user is redirected to login prompt.		

4	Login from new devices should result in one-time passcode to identify the device. User should be able to choose how the passcode can be received (email or phone number if provided).		
5	User should be able to reset forgotten password.		
6	Initial login (in case of staff accounts setup by administrator) and password reset must prompt for new password to be setup.		
7	Password must be at least 8 characters with a minimum of one upper case, one number and special character.		
8	Password cannot be reused for 12 months.		
9	Password must be changed every 90 days.		
10	Email notification will be sent to the user anytime password is changed.		
11	Client must accept terms of use before proceeding. Content must be customizable by the Administrator.		
12	Users should be able to manage account settings such as phone number to use for onetime passcode, security questions for password reset, etc.		

2.2 Non-Functional Requirements

Hosting and Performance Requirements			
Item #	Requirement	Capability Value (0-4)	Narrative
1	100% cloud-based and administered by Offeror's personnel.		
2	System should always be available except during maintenance.		
3	Page loads and processing must finish in accordance with industry standards.		
4	In the event of storage failure, data loss cannot exceed more than one hour.		

	System must be restored to the state not older than one hour prior to reported issue.		
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Usability Requirements			
Item #	Requirement	Capability Value (0-4)	Narrative
1	Website must operate as designed in all major browsers and end user devices (desktops, tablets, and smart phones).		
2	Content must adhere to responsive design principles on all screen sizes (desktops, tablets, and smart phones).		
3	User friendly and intuitive interface.		
4	Content must be organized and use a style guide for consistent look and feel.		
5	Bilingual (English and Spanish) with multilingual capability.		

Software Issues and Updates			
Item #	Requirement	Capability Value (0-4)	Narrative
1	Critical system problems (ex: affects large # of users) must be resolved within 4 hours and non-critical within 24 hours.		
2	Product updates for base system should be at least once a quarter and performed during scheduled downtime.		

Training and Support			
Item #	Requirement	Capability Value (0-4)	Narrative

1	Periodic training for case workers and admin staff		
2	Website with training materials, FAQs, etc.		
3	Provide a user-friendly method to request technical support and or assistance; describe how said support will be accessed. (Ex: phone, email, support web site.) Acknowledgement of support requests should be received in no less than 2 hours after submittal.		
4	Escalation procedures should be made available preferably via a dedicated point of contact.		

Compliance Requirements

Item #	Requirement	Capability Value (0-4)	Narrative
1	Data must be retained for 6 years		

EXHIBIT D – FEE SCHEDULE

Implementation Cost:	_____
Costs Deliverable 1	_____
Costs Deliverable 2	_____
Support and Hosting Costs Year 1	_____
Support and Hosting Costs Year 2	_____
Support and Hosting Costs Year 3	_____
Support and Hosting Costs Year 4	_____
Support and Hosting Costs Year 5	_____
Hourly Rate for Enhancements	_____
TOTAL PROJECT COST	_____

EXHIBIT E – SUPPLEMENTAL TERMS AND CONDITIONS

1. Uniform Administrative Requirements

Consultant agrees and acknowledges that this Agreement is subject to the federal Uniform Administrative Requirements codified at 2 C.F.R. Part 200, as applicable.

2. Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3. Prohibition on Certain Telecommunications Equipment

Consultant is prohibited from obligating or expending funds to (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract to procure or obtain equipment, services or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and such other entities described in 2 C.F.R. 200.216.

4. Domestic Preferences for Procurements

(a) As appropriate and to the extent consistent with law, Consultant should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products

such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

5. Clean Air Act and Federal Water Pollution Control Act; Generally Applicable Federal Environmental Laws & Regulations

Consultant will comply with all applicable standards, orders or regulations Issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Consult will comply with all generally applicable federal environmental laws and regulations.

6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Consultant hereby certifies, to the best of its knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

(b) Each contractor tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization or influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

(c) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Consultant will comply with 31 CFR Part 21, as applicable.

7. Victims of Human Trafficking

Consultant agrees to follow the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)) and ensure that it and none of its employees engage in severe forms of trafficking in persons, procure commercial sex acts during the Agreement term, used forced labor in the performance of its obligations under this Agreement. Consultant agrees to notify the City immediately once it has information from any source alleging a violation of this Section.

8. Debarment and Suspension (Executive Orders 12549 & 12689)

Consultant will comply with Executive Orders 12549 and 12689, Debarment and Suspension, and implementing regulations found at 2 CFR Part 180 and 31 CFR Part 19. The City may, by giving written notice to Consultant, immediately terminate this Agreement if the City determines that Subrecipient has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Consultant will include a term or condition in all related contracts and subcontracts described in 2 CFR Part 180, Subpart B that the award is subject to 2 CFR Part 180 and 31 CFR Part 19.

9. Drug Free Workplace

Consultant will comply with drug-free workplace requirements consistent with the 31 CFR Part 20 and sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

10. Federal Funding Accountability and Transparency Act (FFATA)

Consultant will comply with the requirements of 2 CFR Part 25, Universal Identifier and System for Award Management (SAM). Consultant must have an active registration in SAM in accordance with 2 CFR Part 25, Appendix A, and have a Data Universal Numbering System (DUNS) number. Consultant will also comply with the provisions of FFATA which includes requirements on executive compensation, and 2 CFR Parts 25 and 170.

11. Protections for Whistleblowers

Consultant will comply with statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310.

12. Indebtedness to Internal Revenue Service or Other Public Entity

(a) Any judgment, lien, levy or outstanding amount owed to the Internal Revenue Service, State, County, City or other public entity by the Consultant will constitute an event of default or breach of this Agreement for purposes of Section XX (Default/Remedies Section Reference), unless previously approved by the City in writing, and may constitute sufficient reasons for cancellation of this Agreement by the City according to the procedures contained in this Agreement.

(b) Prior to entering into this Agreement and during the time period covered by this Agreement, the Consultant will disclose any information related to the preceding paragraph. This will also include the immediate reporting of breaches in payback arrangements or breaches in other agreements related to the above. Failure to comply with any disclosure provision in this Section may also constitute sufficient reason for cancellation of this Agreement by the City according to the procedures contained in this Agreement.

13. Local Fiscal Recovery Fund Award Terms & Conditions

Consultant will comply with the ARPA contract requirements set forth in the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached as the following page.

14. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES (2 CFR § 200.321)

To award a fair share of contracts to small and minority businesses and women's business enterprises, Consultant will take affirmative steps to assure that small and minority businesses and women's business enterprises are utilized when possible as sources of supplies, equipment, construction, and services. Such affirmative steps will include the following:

- 14.1.** Include qualified small and minority businesses and women's business enterprises on solicitation lists.
- 14.2.** Assure that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
- 14.3.** When economically feasible, divide total requirements into small tasks or quantities to permit maximum participation from small and minority businesses and women's business enterprises.
- 14.4.** Where the requirement permits, establish delivery schedules which encourage participation by small and minority businesses and women's business enterprises.
- 14.5.** Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce and the Community Services Administration as required.
- 14.6.** Comply with the applicable requirements of the Small and Disadvantaged Business Enterprise Policy Plan for the City of Phoenix.
- 14.7.** Include affirmative steps, one through six in any subcontract.

EXHIBIT F - EVALUATION AND SCORING CRITERIA

EVALUATION CRITERIA

In accordance with Administrative Regulation 3.10, Qualifications Based Selections, contracts will be awarded to the most highly qualified and responsible offerors, taking into consideration the evaluation criteria set forth in the request for qualifications. The evaluation criteria are listed below along with the possible points assigned to each. Additional information for each criterion is provided below.

ID	Evaluation Criteria	Points
1	Requirements implemented on a robust, secure, and managed platform	400
2	Proven Methodology a) Proposed project team structure and deliverable timeline b) Sprint/iterative development c) Use of DevOps practices d) Use of 1) User Stories with acceptance criteria and 2) Wireframes e) Test strategy f) Training plan g) Support procedures and personnel in place	200
3	Overall cost	200
4	Organizational experience and capacity	200
	Total Available Points	1000

EVALUATION RUBRIC

In accordance with Administrative Regulation 3.10, Qualifications Based Selections, contracts will be awarded to the most highly qualified and responsible offeror(s), taking into consideration the evaluation criteria set forth in the request for proposals. The evaluation criteria are listed below along with the possible points assigned to each. The evaluation criteria sections will be evaluated in the following format:

Criteria 1: Requirements Implemented on a Robust, Secure, and Managed Platform	400 Points
Criteria 2: Proven Methodology	200 Points
Criteria 3: Cost	200 Points
Criteria 4: Organizational Experience and Capacity	200 Points
TOTAL AVAILABLE POINTS:	1,000 Points

Rating Definitions for Criteria 1 and 2	% of Max Points
Above Expectations = The Offeror's response meets all requirement(s) outlined in the RFP but goes beyond what is required in some areas.	100% Points
Meets Expectations = The response meets the requirement(s) outlined in the RFP.	75% Points
Below Expectations = The response minimally addresses the requirement(s) of the RFP, but one or more major considerations of the requirement(s) is not addressed, or the experience and/or solution is so limited that it results in a low degree of confidence in the response or proposed solution.	50% Points
Unacceptable = The response fails to address the requirement(s) of the RFP or fails to provide any experience related to the requirement(s) of the RFP or elements of the proposal are unacceptable.	0 Points
Rating Definitions for Criteria 3	Max Points
Lowest price divided by Offeror's price multiplied by total number of points assigned to price.	200 points

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