



**City of Peoria, Arizona
Notice of Request for Proposal
for Professional Services**



Request for Proposal No: **P06-0050** Proposal Due Date: **January 5, 2006**
 Services: **Installation, Operation and Maintenance of a Mobile Asset Management Application** Proposal Time: **5:00 P.M. MST**
 Purchasing Agent: **Jennifer Miller**
 Project No: Location: **City of Peoria, Materials Management** Phone: **(623) 773-7115**
 Mailing Address: **8314 West Cinnabar Street, Peoria, AZ 85345**

In accordance with City of Peoria Procurement Code, competitive sealed proposals for the services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. **Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the **entire** Request for Proposal Package.

OFFER

To the City of Peoria: The undersigned, on behalf of the entity, firm, company, partnership, or other legal entity listed below, offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

Arizona Transaction (Sales) Privilege
Tax License Number: _____

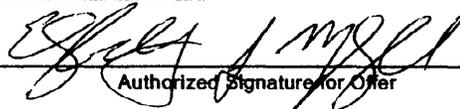
For clarification of this offer contact:

Name: Elizabeth J. Marshall

Federal Employer Identification
Number: 91-1642188

Telephone: 360-352-1279 Fax: 360-357-9903

Marshall and Associates, Inc.
Company Name


Authorized Signature for Offer

1603 Cooper Point Road NW
Address

Elizabeth J. Marshall
Printed Name

Olympia WA 98502-8325
City State Zip Code

President
Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; and 3.) This written acceptance and contract award.

As the awarded professional service provider, you are now legally bound to provide the services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The professional service provider shall not commence any billable work or provide any services under this contract until the professional service provider receives an executed Purchase Order or a Notice to Proceed.

Attested by: 
Mary Jo Kief, City Clerk

City of Peoria, Arizona. Effective Date: February 10, 2006
Approved as to form:



City Seal

CC: _____

Contract Number: _____

ACON 07906

Official File: _____

[Signature]
William L. Emerson, Deputy City Attorney
~~Stephen M. Kemp, City Attorney~~

Contract Awarded Date *February 10* 2006

[Signature]
Herman F. Koeborgen, Materials Manager

VIII. FEE SCHEDULE

The fee schedule proposed for this project is shown below. The cost of the 2 GeoResults Mobile licenses plus the cost of the pilot project is approximately \$34,000. ToughBook prices are optional, since we were unsure if the City has these units in place. Costs for Phase II are estimates, and will be finalized upon completion of the successful Pilot Phase.

Phase	Task	Days	Units	Contract Manager	Service	Contract Engineer	Engineer	Equipment	Other	Net	Balance
Phase I - Pilot Project											
Task 1	Initiate Project	7	1	1				6		\$400	\$2,380
Task 2	Assess Readiness	20		1				12		\$150	\$2,820
Task 3	Install and Deliver GeoResults Mobile	2		2	14					\$150	\$2,480
Task 4	Pilot Implementation Plan	32	1	2	2	2	2	12		\$50	\$4,480
Task 5	Configure GeoResults Mobile	6		3	22		4			\$100	\$2,820
Task 6	Test GeoResults Mobile	2		2	12			8		-\$1,000	\$1,560
Task 7	Conduct GeoResults Mobile Training	2		2	24			24		\$550	\$3,270
Phase I Total				\$9,940	\$380	\$7,350	\$300	\$3,720		\$1,700	\$19,810
Phase II - Citywide Implementation											
Task 1	Initiate Phase II Project	8	2	2	8			8		\$400	\$3,830
Task 2	Assess Readiness	40			24			20		\$200	\$10,000
Task 3	City-Wide Implementation Plan	75	4	4	40		4	32		\$200	\$14,580
Task 4	Deliver and Install GeoResults Mobile Citywide	8		2	120		4			\$750	\$7,170
Task 5	Configure GeoResults Mobile	8		24	40		32			\$200	\$23,560
Task 6	Test GeoResults Mobile	8		2	40		4	16		\$400	\$8,160
Task 7	Conduct GeoResults Mobile Training	4			80			45		\$1,000	\$14,260
Phase II Total				\$21,740	\$7,140	\$5,700	\$300	\$3,920		\$7,260	\$81,560
PROJECT TOTAL:				\$31,080	\$1,520	\$6,450	\$2,250	\$10,980		\$4,850	\$101,370

Additional services or work on approved scope changes will be charged at the hourly rates shown above.

Phase	Item	Quantity	Unit Price	Total Price
Phase I				
2 seats of GeoResults Mobile		2	\$3,000	\$6,000
Phase II				
60 Panasonic Rugged Units (estimate)*		60	\$4,400	\$264,000
60 copies of GeoResults Mobile		60	\$3,000	\$180,000
60 copies of ArcGIS Engine		60	\$550	\$33,000
GeoResults Mobile - Annual Maintenance		600	\$36,000	\$21,600,000
Technical services - Technical Support		1140/hr		\$30,000

* Note: These are numbers are based on rugged Tablet PC (Panasonic ToughBook Model CF-18KDHZBVM)



GIS FOR YOUR WORLD

January 4, 2006

Ms. Jennifer Miller
City of Peoria
8314 West Cinnabar St
Peoria, AZ 85345

Dear Ms. Miller:

Marshall and Associates, Inc. (Marshall) is pleased to present our proposal to provide installation, operation, and maintenance of a mobile asset management application to the City of Peoria (City). We believe we have the resources and knowledge to make this project a success.

Marshall's key qualifications for this project include:

- **Marshall is both a Hansen and an ESRI strategic business partner** and has the support of top management from both ESRI and Hansen for our GeoResults Mobile product - the only ESRI-based GIS editing commercial off-the-shelf (COTS) product that allows editing a geodatabase and Hansen database in a single environment.
- Marshall is part of the **ESRI 9.2 Beta Team** and has unique insight into ArcGIS Engine and new functionality currently under development.
- Marshall has an agreement with Hansen allowing the only **spatially-enabled mobile solution for Hansen**.
- Marshall developed and maintains Hansen's spatial data editing application products, GeoAdministrator and GeoAssistant. GeoAdministrator and GeoAssistant are the only ESRI-based ArcGIS editing applications on the market that allow the user to edit, update, and synchronize the ESRI geodatabase/shapefiles and Hansen database seamlessly in one environment. Marshall also developed the Integrated Map Viewer (IMV), which is embedded within the Hansen software (OEM) for viewing and querying Hansen assets on a map. This development experience has provided Marshall with an in depth understanding of how to efficiently integrate Hansen and ESRI.

Thank you for considering Marshall for this project and taking the time to review our proposed solution. We look forward to the opportunity to meet with City staff to discuss our proposed solution.

Please contact me at (360 352-1279 or send e-mail to emarshall@marshallgis.com if there is anything else I can do to assist you.

Sincerely,

Elizabeth J. Marshall
President

1603 Cooper Point Rd. NW
Olympia, WA 98502-8325
Phone: 360-352-1279
Fax: 360-357-9903
Olympia@marshallgis.com
www.marshallgis.com

EJM/hrc
Enclosure

TABLE OF CONTENTS

I. PROJECT UNDERSTANDING	3
II. WORK PLAN/PROJECT APPROACH	4
A. COLLABORATIVE IMPLEMENTATION	4
B. PROJECT MANAGEMENT	4
C. PROJECT TASKS	5
<i>Phase I – Pilot Project</i>	5
<i>Phase II – Citywide Implementation</i>	8
D. PROJECT SCHEDULE	11
III. FIRM’S CAPABILITIES	12
A. FIRM OVERVIEW.....	12
B. CORE COMPETENCIES.....	12
C. MARSHALL’S COMMITMENT TO THIS PROJECT	13
IV. STAFF ASSIGNMENTS AND EXPERIENCE	14
RHETT HARMAN	14
RICH HARPER	16
KEITH SWAVELY	17
COLBY CAVIN.....	17
DAMON CORRIGAN.....	18
ALÉ GOS.....	19
V. SYSTEM COMPATIBILITY	20
A. SERVER COMPONENT	20
B. MOBILE CLIENT	20
C. ADMINISTRATIVE COMPONENT	20
VI. FUNCTIONALITY REQUIREMENTS EXPLAINED.....	21
A. DESIRED GIS FUNCTIONALITY (GIS PROCESSES)	21
<i>Explanation of specific tools</i>	21
<i>Redline</i>	22
<i>Additional Enhanced Functionality</i>	22
B. DESIRED HANSEN FUNCTIONALITY (HANSEN PROCESSES).....	22
<i>Explanation of specific tools</i>	22
VII. SIMILAR COMPLETED PROJECTS	26
VIII. FEE SCHEDULE	27



Mobile Asset Management Proposal

Prepared for the City of Peoria

I. PROJECT UNDERSTANDING

Marshall understands that the City is looking for a mobile solution that provides interoperability with their enterprise GIS and Hansen systems. This mobile solution must be compatible with Hansen version 7, ESRI software version 9.1, and the City's existing client and server-side hardware standard specifications.

Marshall further understands that the City is looking for a phased approach. Phase I will be a pilot project designed to allow City staff to thoroughly assess the software's functionality and interoperability with existing systems. Phase II covers citywide implementation of the mobile solution, including the Public Works, Utilities, Engineering, Community Development and Community Services departments.

Marshall understands the City's need to maintain system security while delivering a functional, reliable system to a variety of end users. Marshall understands the value of providing a solution using the City's hardware, software, and operating system standards. Marshall understands the need to configure the base solution to a variety of different end users when the system is used enterprise-wide.

Marshall's GeoResults® Mobile™ solution is designed and tested for use with Hansen and ESRI enterprise systems. GeoResults Mobile uses Microsoft's Smart Client technology, which is especially important for a mobile solution delivering GIS data, since it essentially only sends data changes back and forth between client and server. This provides the City with fast and effective wireless or disconnected use of the mobile solution.

Key Opportunities with GeoResults Mobile

There are several key opportunities that GeoResults Mobile, implemented by Marshall, will provide the City:

1. GeoResults Mobile is a commercial off-the-shelf product currently installed at Martin County FL and City of Tempe, AZ, and scheduled for deployment at Longmont, CO and Franklin, TN. Marshall developed software requirements in conjunction with senior IT and Engineering staff at Tempe and Martin County, as early adopters.
2. Return on investment for most buyers is within one year of purchase – due to the automation of field staff operations.
3. Marshall is in the process of defining requirements for providing service requests with GeoResults Mobile. This project would give the City a unique opportunity to review functional requirements for this element prior to production.
4. Redlining, and other functionality within ArcGIS Engine 9.2 – Marshall is on the very limited ESRI 9.2 beta team, and as such has early access and input on some of the new functionality being developed – which includes significant updates to redlining.

Issues to be Managed:

The following are some of the issues that the City should be aware of when implementing a mobile solution:

1. Redlining – Extensive redlining should be used with caution – since it allows freehand input– as it begins to limit the value of automation (i.e., handwriting vs. standard pull down items)
2. New Business Processes – Generally with GeoResults Mobile implementation, a review of business processes is needed – since many existing processes are replaced or modified with the automation of Hansen and ESRI data/systems in the field.

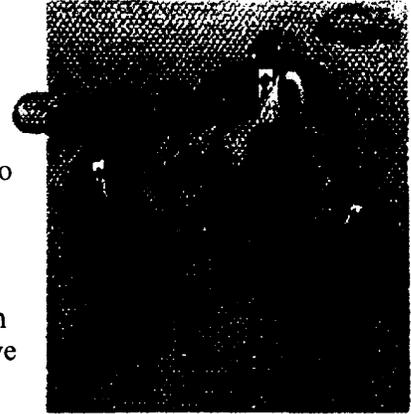
II. WORK PLAN/PROJECT APPROACH

The following sections outline Marshall's collaborative approach in working with our clients, our standard project management process, and descriptions of the pilot and full implementation phases for this project.

A. Collaborative Implementation

Marshall is a customer-centric firm. As a successful, growing GIS consultant team, technology transfer and collaboration are an integral part of Marshall's core business philosophy. Our customer-focus has guided the formation of Marshall's methodologies and is key to our business. We value our long-term customer relationships. By listening to and collaborating with our customers, we can tailor our products and services to better meet their needs.

Marshall follows a "Collaborative Implementation" approach to our consulting projects. Teamwork and communication are the basis for the collaborative implementation process allowing us to establish and maintain functional, productive working relationships with our clients. Collaborative implementation emphasizes effective communication throughout the project. Marshall's collaborative implementation process keeps the customer intimately involved in the project from start to finish, and has become the cornerstone of our services.



B. Project Management

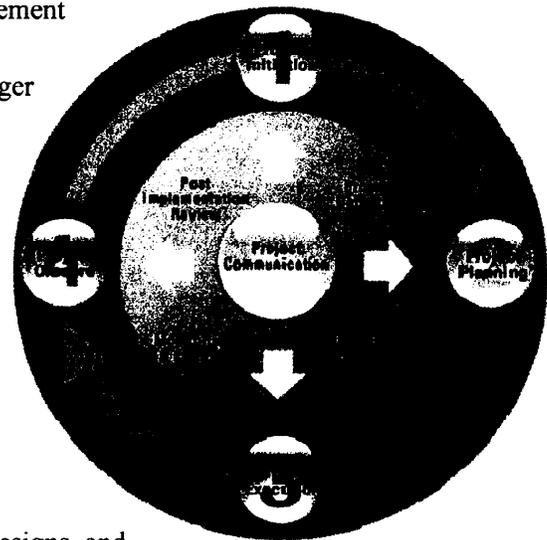
Marshall's Project Managers follow a standard project management methodology outlined below.

Initiation - During project initiation, Marshall's project manager works closely with the client's project manager to develop a refined scope of work to use as a blueprint for the project.

Planning - Several of the elements of the planning portion of our project management process are primarily internal. Others involve the client—for example, developing a timeline, schedule, and communications plan.

Execution - During project execution, communication with the client will occur as outlined in the communications plan. Communications are likely to include progress reports and, in later phases of a project, test results. Marshall uses a rigorous methodology to identify problems and quickly resolve them. Marshall has full time access to Microsoft's Live Meeting technology – which allows us to share documents, software, designs, and sketches with our clients over the Internet.

Closure- Finally, Marshall's project manager will follow up with the Client to ensure that all deliverables are acceptable and to request final acceptance of the project by the client.



C. Project Tasks

Phase I – Pilot Project

Task 1 Initiate Project

Purpose:	To initiate the Phase I pilot project, introduce key staff, further define pilot, and schedule on-site installation.
Deliverables:	Communication Plan and Schedule (MS Project) for Phase I.
Assumption:	Initial meeting can be either a web conference or on-site.

1.1 Prepare for Project

The Marshall Project Manager will work with the City's Project Manager in preparation for the project initiation meeting. They will identify key participants, prepare the meeting agenda, identify and prepare the accompanying materials and handouts, and define overall objectives.

1.2 Conduct Project Initiation Meeting

Marshall will hold a project initiation meeting with the City to determine the communication structure between Marshall and the City, including points of contact, both parties' responsibilities, and the change request process. This will start the collaborative implementation process.

At the project initiation meeting, we will accomplish the following:

- Review key participant roles
- Finalize communications plan
- Establish change request process
- Review project scope
- Review expected results
- Review overall project schedule
- Review project budget
- Identify overall project guidelines, risks, and priorities

1.3 Acquire GeoResults Mobile Units

Marshall has found that since the mobile technology introduces a new way of doing business, it is effective to provide the mobile units, with the client software, to key staff early in the process. This allows key staff to become familiar with the units and what they can do, so that they have time to propose questions and deployment ideas earlier in the project lifecycle.

1.4 GeoResults Mobile Overview Meeting

After the project initiation meeting, and as part of the same trip, Marshall will provide a half-day introductory GeoResults Mobile presentation. This will open up communication between Marshall and the City so that we create a basic understanding of what the software provides, and how the City can utilize these mobile units in their business. For this project, it will be important to understand how the City uses Service Requests in relation to Work Orders, and to map out how GeoResults Mobile works in conjunction with GeoAdministrator and other Hansen/ESRI integration tools.

Task 2 Assess Readiness

Purpose:	To validate the City's system readiness, prepare the City for the implementation of GeoResults Mobile, and provide Marshall with detailed information about the City's data and current systems.
Deliverables:	Readiness Assessment Document

Assumptions: The City's GIS and Hansen database are linked and the GIS has all of the required key Hansen fields.

Marshall will provide a readiness assessment document to the City to guide this project to a successful deployment. During this process Marshall will:

- Provide the Readiness Assessment Document to the City
- Provide Pre-Installation Checklist to the City
- Collect and evaluate pilot data sets

As part of this process, the City will need to:

- Complete and return the Readiness Assessment and Pre-Installation Documents to Marshall
- Provide pilot data sets (GIS and Hansen)

The readiness assessment will identify where the City's data or systems have incompatibilities, or will otherwise affect the implementation and installation of the software and hardware.

Task 3 Install and Deliver GeoResults Mobile

Purpose:	To install two GeoResults Mobile client products on the City's standard ruggedized laptop devices, and to install the server component and the administrative components on the City's standard desktop and server hardware.
Deliverables:	GeoResults Mobile Client Software with two licenses, GeoResults Administrative Component, GeoResults Server Component, user's reference guide, and user's documentation.
Assumptions:	The City's standard ruggedized laptops, desktops, and servers meet the minimum requirements, and are available for GeoResults Mobile installation. IT staff are available during installation of the administrative component.

GeoResults Mobile consists of three software components (Client, Server and Administrative). The client component will already be installed on the ruggedized units, and now the server and administrative components are installed on the desktops and server. Below are the minimum requirements for these components.

A. Server Component

- Intel Pentium 2.0GHz, 512MB RAM, 60GB disk drive
- Windows Server 2003 with the latest service packs
- Microsoft Internet Information Services (IIS) 6.0
- Microsoft .NET Framework 1.1 Service Pack 1

B. Mobile Client

- 800MHz Intel Mobile PIII, 256MB RAM, 40GB disk drive
- Microsoft Windows XP Professional Tablet PC Edition with the latest service packs
- Microsoft .NET Framework 1.1 Service Pack 1
- ESRI ArcGIS Engine Runtime 9.1
- ESRI ArcGIS .NET support

C. Administrative Component

- Intel Pentium 2.4GHz, 512MB RAM, 60GB disk drive
- Microsoft Windows XP Professional with the latest service packs
- Microsoft .NET Framework 1.1 Service Pack 1
- ESRI ArcGIS 9.1 (ArcEditor licensing level or higher)
- ESRI ArcGIS .NET support

Task 4 Pilot Implementation Plan

Purpose:	To ensure Marshall and the City IT and Public Works Streets Division are following an efficient and agreed upon set of tasks to implement the initial two mobile units.
Deliverables:	Implementation Plan for configuration, testing, and training.
Assumptions:	City business process experts and IT experts will be available for discussion of operations and review of the Plan.

Marshall will propose a detailed implementation plan for the deployment of GeoResults Mobile on two ruggedized Panasonic units for the City.

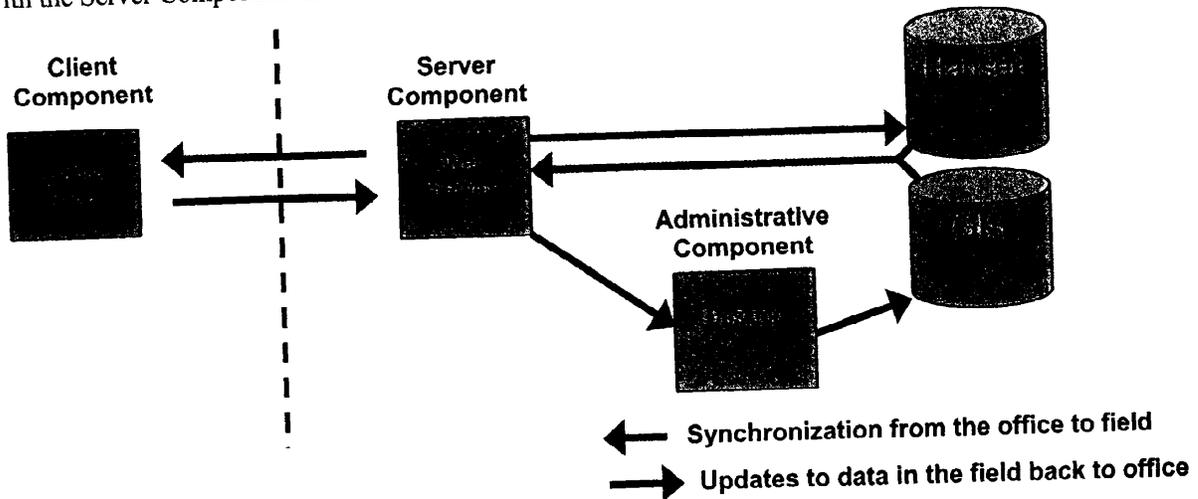
A key component of this implementation plan will be to define field operation work flows to be supported with the units, and field practices and guidelines for field staff to follow when using the GeoResults Mobile clients. The City's desired use and interaction with Hansen Work Orders, Service Requests, and Assets will be mapped. Also the City's desired use of enterprise GIS data, including how to incorporate field generated redlines and asset updates, will be mapped. This section will set the foundation for identifying the specific configurations of GeoResults Mobile the end users will need.

The implementation plan will provide a schedule of events, key staff, and expected outcome of the configuration, testing, and training tasks. The City will review and approve or suggest changes in writing to the Pilot Implementation Plan.

Task 5 Configure GeoResults Mobile

Purpose:	Reconfigure the two mobile clients to communicate with the Server and Administrative Components, and to setup permissions to allow field personnel to view and update work order and asset information.
Deliverables:	Configuration Files (XML and Config files)

Marshall will work with the City to configure the two GeoResults Mobile Client systems to communicate with the Server Component and Administrative Component.



Marshall will also work with the City to define permissions and set up the mobile clients' "view" and "update" access to Hansen and GIS data in the field. This will be performed through the Administrative Component (see Functional Requirements Section for details). Finally, Marshall will work with the City to define the ArcMap Project files (MXD) to display GIS layers on the mobile device. If the City has a standard ArcMap project file, this can be used with the mobile application.

Task 6 Test GeoResults Mobile

Purpose:	Test GeoResults Mobile in the City's environment with the City's data to ensure a successful configuration and deployment.
Deliverables:	Test Plan Document, GeoResults Mobile tested on site.
Assumptions:	The City will review and approve the Test Plan. The City will create Test Harness and Test Database.

Marshall has a standard GeoResults Mobile test plan. Marshall will test the three GeoResults Mobile components to ensure a successful configuration and deployment while on-site at the City.

Task 7 Conduct GeoResults Mobile Training

Purpose:	To educate the data/system manager(s) on maintenance of GeoResults Mobile and train the field user to use GeoResults Mobile.
Deliverables:	Training materials and training sessions.
Assumptions:	Marshall will provide up to 3 days of on-site training for a maximum of 5 people for Phase I.

Marshall has two training sessions for GeoResults Mobile. The first training session educates the Data/System Administrator(s) on how to maintain the GeoResults Mobile system. After this session, the Data/System Administrator will have a better understanding of the back-end process and how to maintain GeoResults Mobile. The second training session is for field personnel, and consists of a short classroom instruction session, followed by a hands-on mobile field exercise.

Phase II – Citywide Implementation

Many of the tasks in this section mimic the sections of the Pilot Phase. The scope of the tasks, however, is significantly different, given the delivery of 60 units across 5 divisions/departments. One other difference in the tasks below is that in the Pilot Phase we will installed the GeoResults Mobile components, and then developed an implementation plan to guide the customization of the units. This was because the installation provided valuable tech transfer that would contribute to the implementation plan. In the case of citywide deployment, the implementation plan is done prior to installation – due to the magnitude and importance of these “go live” installations.

Task 1 Initiate Phase II Project

Purpose:	To initiate phase II, introduce Phase II key staff, further define scope and schedule on-site implementation.
Deliverables:	Communication Plan and Schedule (MS Project) for Phase II.
Assumption:	Initial meeting can be either a web conference or on-site.

1.1 Prepare for Project

The Marshall Project Manager will work with the City's Project Manager in preparation for the project initiation meeting. They will identify Phase II key participants, prepare the meeting agenda, identify and prepare the accompanying materials and handouts, and define overall objectives.

1.2 Conduct Project Initiation Meeting

Marshall will hold a project initiation meeting with the City to determine the communication structure between Marshall and the City, including points of contact, both parties' responsibilities, and the change request process. This will start the collaborative implementation process.

1.3 Acquire Four GeoResults Mobile Units

As in the pilot phase, it may be effective to provide the mobile units with the client software, to four key staff from Utilities, Engineering, Community Development, and Community Services early in the process. This allows the key staff to become familiar with the units and what they can do, so that they have time to propose questions and deployment ideas earlier in the project lifecycle, as well as introduce the concept to the staff in their departments/divisions.

1.4 GeoResults Mobile Overview Meeting

After the project initiation meeting, and as part of the same trip, Marshall will provide a half-day introductory GeoResults Mobile presentation. This will open up communication between Marshall and the additional divisions and departments, so that we create a basic understanding of what the software provides, and how the City can utilize these mobile units in their business. For this Phase we can introduce, with City staff, the results of the Pilot phase, and how this applies to citywide implementation.

Task 2 Assess Readiness

Purpose	To validate the City's system readiness, prepare the City for the implementation of GeoResults Mobile, and provide Marshall with detailed information about the City's data and current systems.
Deliverables	Readiness Assessment Document
Assumptions	The City's GIS and Hansen database are linked, and GIS has all of the required key Hansen fields.

Marshall will provide a readiness assessment document to the City, which will guide this project to a successful deployment. During this process Marshall will:

- Provide the Readiness Assessment Document to the participating divisions and departments
- Provide Pre-Installation Checklist to key staff
- Collect and evaluate Phase II data sets from participating divisions/departments

As part of this process, the City will need to:

- Fill out and return the Readiness Assessment and Pre-Installation documents to Marshall
- Provide Phase II data sets (GIS and Hansen)

The readiness assessment will identify where the City's data or systems have incompatibilities, or will otherwise affect the implementation and installation of the software and hardware.

Task 3 Develop Citywide Implementation Plan

Purpose	To ensure Marshall, the City IT and Public Works Streets Division, Utilities, Engineering, Community Development, and Community Services are following an efficient and agreed upon set of tasks to implement 60 mobile units.
Deliverables	Implementation Plan for installation, configuration, testing and training.

Marshall will propose a detailed implementation plan for the deployment of GeoResults Mobile on 60 ruggedized Panasonic units for the City. Marshall will propose staggered "go live" dates for each department and division.

A key component of this implementation plan will be, as with the pilot phase, defining field operation work flows to be supported with the units, and field practices and guidelines for field staff to follow when using the GeoResults Mobile clients. This section will set the foundation for identifying the specific configurations of GeoResults Mobile the end users will need. Marshall anticipates that different configurations will be required, at a minimum, for each department or division.

The implementation plan will detail a schedule of events, key staff, and the expected outcome of the installation, configuration, testing, and training tasks. The City will review and approve or suggest changes to the Citywide Implementation Plan in writing.

Task 4 Deliver and Install GeoResults Mobile Citywide

Purpose:	To install 60 GeoResults Mobile client products on the City's standard ruggedized laptop devices, and to install the server component and the administrative components on the City's standard desktop and server hardware.
Deliverables:	GeoResults Mobile Client Software with 60 licenses, GeoResults Administrative Component, and GeoResults Server Components, user's reference guide, and user documentation.
Assumptions:	The City's standard ruggedized laptops, desktops, and servers meet the minimum requirements and will be available for GeoResults Mobile installation. At this time, it is not known whether additional Server and Administrative Components are necessary for an enterprise implementation. This will be identified in the Task 3 above.

Marshall will install three mobile components (Client, Server and Administrative) on the City's target platforms, including installation of 60 client components. The minimum requirements for these components are the same as those outlined in the Pilot Phase.

Task 5 Configure GeoResults Mobile

Purpose:	To configure the 60 mobile clients to communicate with the Server and Administrative Components, and to setup permissions to allow field personnel to view and update work order and asset information.
Deliverables:	Configuration Files (.XML and .Config files)

Marshall will work with the City to configure the 60 GeoResults Mobile Client components to communicate with the Server Component and Administrative Component.

Task 6 Test GeoResults Mobile

Purpose:	To test GeoResults Mobile in the City's environment with the City's data to ensure a successful configuration and deployment.
Deliverables:	Test Plan Document; Tested software for each department/division

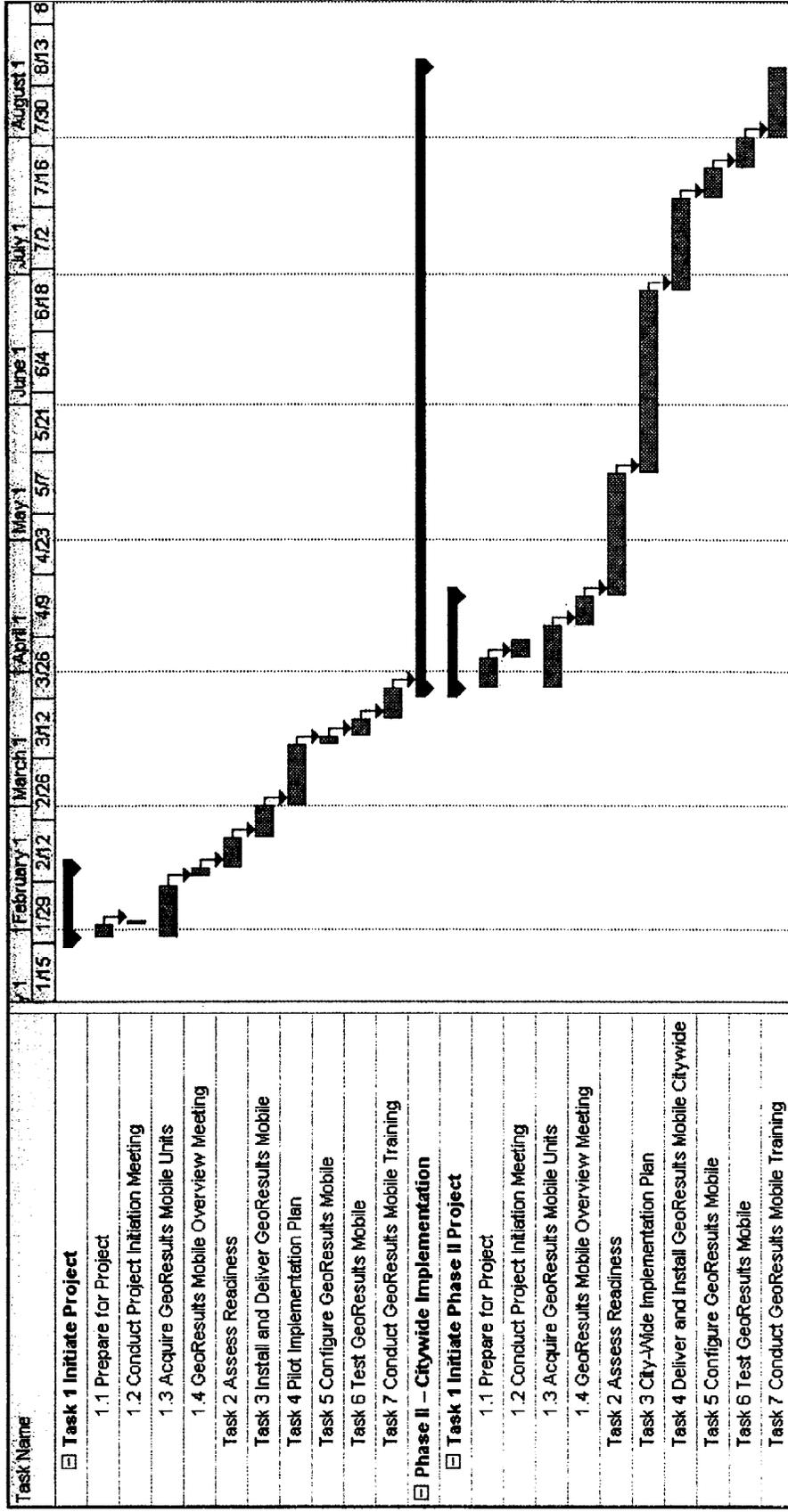
Marshall has a standard GeoResults Mobile test plan. Marshall will test the 60 GeoResults Mobile components to ensure a successful configuration and deployment for each target division/department at the City.

Task 7 Conduct GeoResults Mobile Training

Purpose:	To educate the data/system manager(s) on maintaining GeoResults Mobile and train the field user on how to use GeoResults Mobile in the field.
Deliverables:	Training Materials; Training Sessions
Assumptions:	Marshall will be on-site for up to nine days to provide 5 client training sessions (1 for each department/division) for a maximum of 15 people. Marshall will also provide one administrative training session for up to 5 people.

Marshall has two training sessions for GeoResults Mobile described under Phase I Task 7. Marshall will provide one field personnel class each for Public Works, Utilities, Engineering, Community Development and Community Services.

D. Project Schedule



III. FIRM'S CAPABILITIES

A. Firm Overview

Marshall is a leading provider of geospatial software engineering and image processing solutions. We have been providing custom and commercial-off-the-shelf solutions based on ESRI GIS technology since 1994. **Our mission is to add value to our customers' key business processes using geospatial technology.**

Marshall's core focus is spatial enterprise integration. Spatial enterprise integration is the seamless integration of geospatial systems with other business applications. The resulting efficiency gains allow our clients to reduce costs while maintaining, or improving, levels of service.

Marshall has an expert team of programmers, GIS analysts, remote sensing professionals, and documentation specialists to support your GIS and remote sensing needs. Our team works with our clients to collaboratively implement successful solutions.

Marshall has extensive experience helping organizations implement ESRI GIS technology. Many Marshall technical staff have worked with ESRI software technology for 10 to 15 years and our core management staff have 15 to 25 years experience implementing GIS technology.

Marshall has been working with ESRI's ArcGIS family of products since its initial release in December of 1999. Marshall immediately began using the new ArcGIS 8.0.1 technology to develop a sewer/water/storm GIS system for the City of Ogden, Utah. We have completed numerous projects with ArcGIS 9 and participated as an active member of ESRI's limited ArcGIS 9 beta team.

B. Core Competencies

Marshall's **core competencies** include:

1. Strategic Integration Planning

Planning is the first critical step to any implementation project. Marshall has successfully completed department-wide strategic implementation plans for state and local governments as well as ArcGIS migration plans for government and private industry. Marshall has provided many Hansen/ESRI sites with enterprise integration business consulting. We help organizations achieve seamless information flow and the associated business efficiencies. We deliver application and data integration solutions centered on business processes, by developing productivity tool sets for Enterprise Application Integration (EAI), Business-to-Business Integration (B2B), and Web service development.

2. Geodatabase Design

A solid geodatabase design is the second critical step to a successful implementation. Marshall has successfully developed a number of complete geodatabase designs including projects for Idaho Power (basemap, environmental, and facilities) and Simpson Resources (Forestry) as well as many Hansen/ESRI water/wastewater integration projects.

3. ArcGIS/ArcObjects Application Development

Marshall also offers development and programming services. Our programming services are based on ESRI's family of software products, in particular MapObjects, ArcObjects, and ArcIMS. As part of ESRI's ArcGIS 9 beta team we began developing and testing with ESRI's next generation ArcGIS Engine and ArcGIS Server software technologies well before their release. Marshall develops custom applications as well as commercial-off-the-shelf (COTS) products. Specifically, Marshall developed Hansen Information Technologies (www.hansen.com) COTS GIS products (IMV, GeoAssistant, and GeoAdministrator). Hansen delivers ERP software products worldwide. Marshall develops GIS applications for Hansen that seamlessly integrate with their 30+ application modules. Our newest mobile solution, GeoResults® Mobile, is a Marshall-owned COTS product.

4. ArcIMS/Web Mapping Application Development

Marshall also began using ESRI's ArcIMS Web technology when it was first released, leading initial ArcIMS software rollout sessions in cooperation with ESRI. One of our first ArcIMS Web mapping sites developed for the City of Albany, OR earned an ESRI "International Geography Network Challenge Award." Since then we have developed many successful ArcIMS Web sites for state and local governments as well as a set of Web tools (GeoResults Web) for Hansen ESRI sites that we are distributing world-wide.

5. SDE Deployment

Marshall has extensive experience with SQL Server and Oracle SDE implementations. Marshall has a variety of SQL Server and Oracle SDE systems deployed in-house for application development and testing. Marshall has collaborated on a number of SDE deployments including Sioux Falls / USGS, Idaho Department of Water Resources, Idaho Power, and Simpson Timber Company. Marshall has a SQL Server DBA on staff, who can provide additional services to the City as needed.

6. Hansen /ESRI Integration

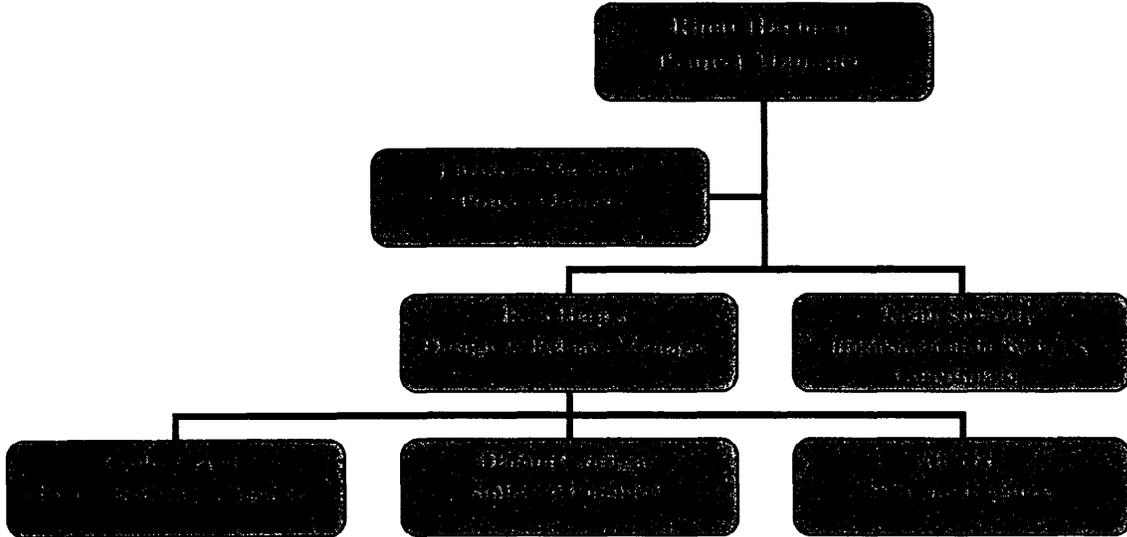
Marshall was selected by Hansen to "spatially enable" their integrated ERP software solutions in 2001. Since then, Marshall has developed three (3) COTS products for Hansen, which Hansen distributes worldwide. Marshall has subsequently developed a family of GIS productivity extension toolsets including GeoResults Web, GeoResults Sync, and GeoResults Data Loader, which are being distributed throughout the United States.

C. Marshall's Commitment to this Project

Marshall sees this project as an excellent opportunity for us to configure GeoResults Mobile to meet the City's needs, and as an opportunity for the City to provide input on the configuration of this product. Implementing Customer Service Requests within GeoResults Mobile will be of specific value to the City and Marshall will also benefit from having a reference site using this component. To this end, Marshall is committed to meet the needs of the City as we did with the City of Tempe and Martin County. The City of Peoria's success on this project is critical to Marshall's success.

IV. STAFF ASSIGNMENTS AND EXPERIENCE

Marshall is pleased to offer the City a complete project team of highly-skilled individuals. Marshall has assembled this project team to provide the City with innovative, interactive, and cost effective solutions.



Rhett Harman

Executive Summary: Rhett is the account manager for all the ESRI/Hansen sites in Arizona. Rhett will focus on the long-term success of the site, after the project is completed. Rhett has managed a wide variety of GIS projects, ranging from ArcIMS, ArcObjects, .NET-based Web Services, and geodatabase design.

Experience: 11 years working with GIS technologies: Project Manager and Technical Lead at Marshall, including extensive work with ArcGIS 8.x, ArcInfo, ArcView, ArcIMS, ArcSDE, ArcPad, MapObjects and Trimble GPS. Databases: Geodatabases, Visio (Case Tools), SQL Server, Oracle and Access. Programming: HTML, JavaScript, ASP, XML, Avenue, AML and Visual Basic. Systems: UNIX/Solaris, Apache, IIS and Windows (XP, 2000, NT, 98, CE 3.0 and 95).

Education: BS, Geography, Southern Oregon University, Ashland OR, 1994

Geodatabase Design: Rhett is a key player in Marshall's customized Hansen/ESRI technology integrations through geodatabase design. Rhett has been involved with the geodatabase design and development with the City of Austin, TX; City of Phoenix, AZ; Hillsborough County, FL; Simpson Resource Company; and Idaho Power Company. Rhett has extensive experience developing use cases, geodatabase requirements, conceptual and logical designs, and data migration plans.

ArcIMS Site Development: Rhett has led efforts to develop and deploy successful ArcIMS sites for the following clients:

- City of Albany
- City of Austin
- Blaine County
- City of Gresham
- Idaho OnePlan
- Jackson County Crime
- Jackson County Voting
- City of Medford
- City of Rexburg
- City of Sioux Falls
- WA DNR Cadastre
- WA DNR FPARS
- WA Fish & Wildlife
- US Fish & Wildlife
- Jackson County Data Delivery
- PSELC
- LCREP

Business and Systems Analysis: Rhett works with customers to help define their needs and document business processes and requirements for Enterprise Resource Integration.

Hansen and GIS Integration: Rhett has been key staff in developing efficient solutions that integrate both utility maintenance management systems and GIS. Rhett has worked with the City of Austin and the City of Phoenix to refine their productivity tools and keep the GIS and the Hansen database synchronized to meet key business processes.

Accomplishments:

- Geography Network Challenge Award for Albany ArcIMS Site – Project Manager
- Taught ArcHydro Data Model & Tools Training Class at The Evergreen State College – September 2004

Project List:

- Ada County Highway District- Highway System Map Update
- City of Albany, OR - Web Based Mapping
- City of Albany, OR - Albany SiteInfo Update
- City of Austin, TX
- City of Bellevue, WA - Change Detection
- City of Bellevue, WA- Image Processing
- City of Bellingham, WA -Geodatabase Design
- Blaine County, WA - Preliminary ArcIMS
- City of Calgary, AB
- Campaign Direct
- Capital Land Trust
- Computer Sciences Corporation
- City of Corvallis, OR - SQL Migration
- Eagle Mapping Services LTD - MrSID Compression
- Yakima Tri County
- Clark Co, WA
- City of Spokane, WA
- Thornton Creek
- City of Virginia Beach, VA
- City of Kansas City, MO
- Fort Lewis - Utility Editor
- City of Franklin, TN
- Grays Harbor County - Shoreline
- Green Diamond Resource Company -GIS Migration
- Green Diamond Resource Company -NetAcres Tool
- City of Gresham, OR - ArcIMS
- Hansen - IMV Maintenance
- Hansen- GeoAdministrator Maintenance
- City of Ft Lauderdale, FL
- City of Phoenix, AZ
- City of Tempe, AZ GRAB
- City of Nashville, TN
- City of Las Vegas, NV - Geodatabase Design
- City of Las Vegas - Training
- Hillsborough County, FL -Stormwater GIS
- City of Hoquiam, WA- Data Management System
- City of Hoquiam, WA- Storm Water
- Idaho Power Company- Geodatabase Design
- Idaho Power Company -Detailed Requirements
- Idaho Power Company-Database
- IslandWood
- Jackson County, OR - Crime Mapping
- Jackson County, OR - Voter Application
- Jackson County, OR - Crime Update
- City of Ketchikan, AK -GIS Review
- King Count, WA-Image Processing
- City of Kirkland -Hansen GIS Integration
- City of Kirkland - Real Property
- City of Las Vegas - EIS
- LCREP -Water Trail Internet GIS
- Madison County/Rexburg, OR - ArcIMS
- Madison County/Rexburg, OR - Data Development
- GeoResults Mobile Development
- Martin County, FL - GRAB
- City of Medford, OR - ArcIMS
- City of Mill Creek, WA - Planning Map Updates
- State of Montana - Cadastral Survey
- New Castle County, DE
- City of North Bend, WA
- Northwest Environmental Training Center
- City of Ocean Shores, WA
- Ogden City, UT
- Plum Creek Timberlands -Crown Canopy Assessment
- City of Pocatello, ID
- Sammamish Plateau Water & Sewer District - GIS Data Conversion
- City of San Antonio, TX
- Shoalwater Bay Indian Tribe- GIS Support
- Sioux Falls, SD -GIS System Design
- City of Sitka, AK - Needs Assessment
- City of Sitka, AK - Parcel Base Map
- Skagit Watershed Council
- Snohomish Co., WA -Redistricting

- Telephone Exchanges -Telephone exchange mapping
- Telephone Exchanges - Inland Cellular
- University of Idaho- Nutrient Management
- University of Idaho- OnePlan
- US Fish & Wildlife - ArcIMS
- W&H Pacific
- WA Dept. of Fish & Wildlife-Geodatabase Review
- WA Dept. of Health –Public Water System Mapping
- WA Dept. of Natural Resources
- WA Dept. of Natural Resources - Help Desk Support
- WA Dept. of Natural Resources - RDMS New Data Model
- WA Dept. of Natural Resources - ArcIMS
- WA Dept. of Revenue - ArcGIS Migration
- Washington Utilities and Trade Commission - Solid Waste Certificate Mapping
- Whatcom Co., WA

Rich Harper

Executive Summary: Rich is a pioneer in ESRI-based software development. He has led development efforts related to Marshall's GeoResults solutions and software (GeoResults Mobile, GeoResults Web, GeoResults Sync, GeoResults Data Loader, GeoResults Address Link, and GeoResults Toolbox) and Hansen products (Integrated Map Viewer, GeoAdministrator, and GeoAssistant).

Experience: 15 years working with GIS technologies: Founder and key developer at Marshall for eleven years; four years at Economic and Engineering Services, Inc. Programming experience: Visual Basic, C/C++, VB.NET, C#, Javascript, ASP, ADO, and COM

Education: BS, Computer Science, Magna Cum Laude, San Diego State University, 1990.

GIS Solution Design and Development: Rich has led product development for a large number of projects including:

- GeoResults Mobile
- GeoResults Sync
- GeoResults Web
- GeoResults Data Loader
- GeoResults Address Link
- GeoResults Toolbox
- Hansen Integrated Map Viewer
- Hansen GeoAdministrator
- Hansen GeoAssistant
- Idaho OnePlan
- Austin, TX ArcIMS
- Albany, OR ArcIMS
- Jackson Co., OR Crime ArcIMS
- Jackson Co., OR Voter ArcIMS
- Washington DNR ArcIMS
- Pacific Co., WA Survey Database
- Portland, OR Metro ArcView
- Puget Sound Regional Council
- Walla, Walla, WA
- Kitsap Co., WA

Software Integrations Expert: With his expert knowledge of cutting edge technologies, Rich has led multiple efforts to combine the various software and products of our business partners to integrate and develop even more effective solutions. Lately Rich has been incorporating .NET technologies into Marshall's new GeoResults solutions, which include Web, disconnected mobile, and wireless mobile options. Rich has developed integrated solutions for the following projects:

- GeoResults Mobile
- GeoResults Sync
- GeoResults Web
- GeoResults Data Loader
- GeoResults Address Link
- GeoResults Toolbox
- Hansen Integrated Map Viewer
- Hansen GeoAssistant
- Hansen GeoAdministrator
- Grays Harbor Co., WA Forest Mgmt. Interface
- Ada Co. Highway Dist. Permit Database
- City of Austin Conversion Product
- City of Phoenix Geodatabase

Accomplishments:

- Development Manager – GeoResults Mobile
- Development Manager – GeoAdministrator
- Development Manager – GeoAssistant
- Development Manager – Integrated Map Viewer

Keith Swavely

Executive Summary: Keith will provide implementation services for this project.

Experience: Keith has over 13 years of professional experience with ESRI software and related technologies including nine years as a Technical Manager/Specialist at ESRI, Redlands.

Education: BS, Earth Sciences, Pennsylvania State University, 1992

Accomplishments at ESRI:

- Employed Visual Basic and ArcObjects to create a suite of in-house QA/QC tools
- Served as Business Technical Marketing Representative for local regional office
- Developed ArcView Extensions with Avenue to assist clients with individual needs
- Created and streamlined data conversion and quality control methodologies
- Provided short term consulting, programming, and custom training services to existing ESRI-Product users through the Rent-A-Tech program

Strengths:

- Expertise using ArcIMS and Visual Studio .NET for deploying GIS web pages
- Extensive knowledge of ArcGIS and Workstation ARC/INFO
- Vast experience with Visual Basic, ArcObjects, and Avenue programming
- Proficient with 3D, Business and Spatial Analyst Extensions to ArcGIS
- Strong skills using ArcSDE with SQL Server, Oracle and Microsoft Access to design, create and maintain geodatabases.

Colby Cavin

Executive Summary: Colby is one of Marshall's lead software engineers. His expert programming skills and in-depth knowledge of new technologies have played a large role in producing high-value software.

Experience: 12 years of professional experience in software development: Manager of Software Engineering at Marshall; Sr. Software Engineer/Engineering Manager at GraphiCode, Inc.; Assistant in Simulation at Institute for Simulation and Training.

Education: BS, Mathematics and Computer Science, University of Puget Sound, 1995
MS, Computer Science, University of Central Florida, 1998

Expert Software Integrator: Colby has been a key developer in creating faster and more effective solutions, developing and integrating database systems and ESRI technologies. Colby is experienced in Visual Studio .NET, including C++ and VB.NET and was a lead Developer in ESRI/Hansen integration.

Innovative Design: Colby develops N-Tier Web-based mapping solutions including Tablet PC applications, ArcIMS applications, and Pocket PC applications. Colby most recently developed Marshall's COTS product, GeoResults Mobile, a smart client application that allows organizations to bring their enterprise GIS and other information to the field

Web Service / .NET Design: Colby designs and develops Marshall's .NET solutions. Recently, Colby developed a .NET framework application for the City of Austin, TX.

AutoCAD: For GraphiCode, Colby spent six months engineering an AutoCAD file format specification to import AutoCAD drawings into the PCBoard CAM package for the OpenDWG Alliance. Colby also has drafting experience with AutoCAD 10 and has developed AutoLISP scripts.

Accomplishments:

- GeoResults Mobile Development
- Hansen Integrated Map Viewer Development
- Hansen GeoAdministrator Development
- Hansen GeoAssistant Development

- Led development of a product (similar to AutoCAD) for the OpenDWG Alliance

Marshall Project List:

- City of Albany SiteInfo Update
- City of Austin, TX
- Boise Cascade Forest Stands
- City of Ft. Lauderdale, FL
- GeoResults Mobile Development
- GeoResults Synch Development
- Green Diamond -GIS Migration
- Green Diamond -NetAcres Tool
- Hansen Integration
- Hansen- IMV
- Hansen- GeoAdministrator
- Hillsborough County, FL-Stormwater GIS
- Jackson County, OR
- Kansas City, MO
- City of Kirkland, WA-Hansen/GIS
- LCREP-Water Trail Internet GIS
- Limno-Tech, Inc.-Flood Mapping
- Martin County, FL
- City of Phoenix, AZ
- Plum Creek -Crown Canopy Assessment
- City of San Antonio, TX
- City of Virginia Beach, VA
- WA Dept of Revenue - Timberland
- WA Dept of Revenue - Migration to ArcGIS
- WA Dept of Fish & Wildlife-Geodatabase

Damon Corrigan

Executive Summary: Damon is a key software developer at Marshall with proven expertise with Windows n-tier application development techniques, and strong skills in Visual Basic 6 and SQL Server. He has strong working experience with client-side mobile solutions, and was the key developer of a mobile solution Marshall deployed at Hillsborough County FL.

Experience: Over 9 years experience in the field of software development, with a proven record of outstanding achievement in many facets of the industry, including requirements analysis, design, implementation and coding.

Proven expertise with many technologies used in Windows n-tier application development, with exceptional strength in Visual Basic 6 and SQL Server, including database design and T-SQL stored procedures. Included with this expertise are various .NET technologies (C#, VB.NET, ASP.NET, ADO.NET), ASP, HTML and XML and familiarity with many versions of Seagate Crystal Reports. Well versed in developing User Interfaces, implementing Object Oriented Programming techniques with a sound understanding of COM and the Windows API.

Education: BS, Mathematics and Computer Science, University of Phoenix, 2005
ATA, Computer Programming, South Puget Sound Community College

Web Service / .NET Design: Damon is experienced and familiar with a wide range of NET technologies (C#, VB.NET, ASP.NET, ADO.NET). For Aivea, Damon led development of an ASP.NET search application to assist in the management of data. He also worked as a data modeler for Seattle/King County Public Health on a web application designed to track outbreaks of epidemics using SQL Server and VB.NET.

Visual Basic Developer: For Congruent Software, Damon engineered multiple Visual Basic 6 data components to query and feed reporting data to the UI. For Aivea, Damon worked on a VB 6.0 application to assist non-technical people with their data. For Altec Products, Damon contributed significantly to the re-design and implementation of the doc-link suite into the n-tier doc-link 2.0 product line. For Tenzig Communications, Damon worked to maintain and enhance several Visual Basic 6 internal applications, including a peer evaluation system and oversight of a project to migrate an Access database to an Oracle 8i database. For GeoAgents.com, Damon assisted in putting the final functionality into an n-tier, object oriented desktop product designed for nationwide commercial use. He participated in and contributed to conception, design and implementation of several key parts of the application as well as peer-reviews on the work done by colleagues.

Accomplishments:

- Modeled data for a web application designed to track outbreaks of epidemics.
- Led development of an ASP.NET search application to assist in the management of data.

- Greatly improved the stability of Altec's 1.5 product line.

Project List:

- Hillsborough County, FL
- GeoResults Mobile Development

Alé Gos

Executive Summary: Alé is a software developer at Marshall with experience with Windows n-tier application development techniques. Ale is experienced at developing configuration tools, such as the tool found in GeoResults Mobile, as well as other similar product enhancements.

Experience: Alé is a recent graduate from University of La Plata, Argentina.

Education: BA, Computer Science, University of La Plata, Argentina

Web Service / .NET Design: Alé is experienced and familiar with NET technologies (C++, C#, and ASP.NET.) During her tenure with National University of La Plata, Alé completed development of a Web application for the alumni office and library. She also participated in building a human resources application as well as a Web-based email application using ASP. NET framework and Visual Studio.net.

Accomplishments:

- Distinguished Scholar, Honorable Mention, 2001 Faculty of Computer Science, University of La Plata.
- Distinguished Graduation Mention for Highest Grades, 2003 Faculty of Computer Science, University of La Plata.
- University Graduation Merit Award for Highest Grades, 2002, Government of La Plata City.

Project List:

- City of Franklin, TN
- GeoResults Mobile Development
- GeoResults Address Link Development
- GeoResults ToolBox Development
- Hillsborough County, FL
- Kansas City, MO
- City of Virginia Beach, VA
- WA Dept. of Revenue – Migration

V. SYSTEM COMPATIBILITY

GeoResults Mobile meets the City's desired system compatibility requirements. GeoResults Mobile is a "Smart client" mobile application which is built on Microsoft .NET and ESRI ArcGIS 9.x technology and brings GIS/Enterprise data to the field. Marshall has designed this Hansen/ESRI mobile solution with an easy to use interface, functionality specific for field operations, and configuration tools for security and ease of maintenance.

GeoResults Mobile allows for a variety spatial and tabular formats including, but not limited to, shapefiles, personal Geodatabase, SDE Geodatabase, SQL Server, Oracle, MS Access and other data formats supported by ESRI's ArcGIS environment. GeoResults Mobile allows for direct access to Hansen asset and work order data. Field personnel can review Hansen asset and work orders data in the field and update this information in the field if they have the appropriate permissions. With GeoResults Mobile, field personnel can utilize GIS to visually identify where they are in the field with GPS and where the associated assets or work orders are on the map.



GeoResults Mobile is compatible with the City's standard hardware platform (Panasonic ToughBook on XP) for the client application. Below is a full list of minimum requirements for GeoResults Mobile, including all three components. The three components (Client, Server and Administrative) combine to create a complete and robust mobile solution.

A. Server Component

- Intel Pentium 2.0GHz, 512MB RAM, 60GB disk drive
- Windows Server 2003 with the latest service packs
- Microsoft Internet Information Services (IIS) 6.0
- Microsoft .NET Framework 1.1 Service Pack 1

B. Mobile Client

- 800MHz Intel Mobile PIII, 256MB RAM, 40GB disk drive
- Microsoft Windows XP Professional Tablet PC Edition with the latest service packs
- Microsoft .NET Framework 1.1 Service Pack 1
- ESRI ArcGIS Engine Runtime 9.1
- ESRI ArcGIS .NET support

C. Administrative Component

- Intel Pentium 2.4GHz, 512MB RAM, 60GB disk drive
- Microsoft Windows XP Professional with the latest service packs
- Microsoft .NET Framework 1.1 Service Pack 1
- ESRI ArcGIS 9.1 (ArcEditor licensing level or higher)
- ESRI ArcGIS .NET support

VI. FUNCTIONALITY REQUIREMENTS EXPLAINED

GeoResults Mobile meets Peoria's functional requirements. Below is a list of specific functionality and tools in the current release of GeoResults Mobile. GeoResults Mobile is a supported commercial-off-the-shelf product and is continually being enhanced based on feedback provided by our customers and the GeoResults Mobile Advisory Board. Additional functionality may be available beyond the functionality listed below at the actual implementation phase.

A. Desired GIS Functionality (GIS Processes)

Explanation of specific tools

1.1 Query Tools



Select Feature: Changes the active map tool, allowing the selection of map features/assets on the map. Selection is made by dragging a box around map features.



View/Edit Feature Attributes: Presents a window containing information about map features/asset. The asset information can be edited. In section 2.5 below, the administrative component describes how a manager can configure the asset attribute form to set fields to read only, update or required.

1.2 Navigation Tools



Zoom In: Changes the active map tool, each consecutive tap on the map window will zoom in. A specific map display area can be selected with a press/drag motion, creating a box around the area of interest.



Zoom Out: Changes the active map tool, allows the user to tap a point on the map window to display a larger area of the map, and re-center the map window.



Pan: Changes the active map tool, allows the user to re-center the map window. A press/drag motion moves currently viewed map contents off the screen and displays new sections of the map.



Zoom to Full Extent: Displays an area on the map that is large enough to include all of the loaded map layers.



Zoom to Current Location: Displays an area on the map that contains the current GPS location. Places a symbol on the map to represent the current GPS location.

1.3 Data Import Tools



Synchronize Data: Presents a window that allows GIS, work order and/or configuration files to be loaded onto the tablet from the server. This tool synchronizes both Hansen and GIS data from the office to the field. Updates being performed in the field can be sent back to the office real-time if a wireless connection is available or once the field user connects to the Local Area Network.

1.4 Additional Tools



Add Feature: Changes the active map tool and starts an interactive process to create new features on the map. The new asset can be added with a GPS or manually digitized on the map.



Show Layer List: Presents a window containing a list of available map layers, allows layers to be turned on/off. GeoResults Mobile integrates with ArcMAP Project Files (MXD) to allow for standardize City map symbology in the field.

Redline



Redline Sketch: Changes the active map tool, allows the user to draw on the map. An “ink” line will follow the stylus/mouse when it is clicked and dragged around the screen. The redlining process with GeoResults Mobile allows field personnel to identify and mark infrastructure errors on the digital GIS map. The field personnel has the ability to set the color and size of the redline symbology. After the field personnel has added redline mark ups on the map, the map project can be delivered to a data manager for their review of the redline mark ups. The data manager has the ability to adjust data based on these redlines mark ups. Additional redlining functionality will be available with ESRI’s release of ArcGIS Engine 9.2 expected sometime in the second quarter of 2006.

Additional Enhanced Functionality

There is also an Administrative Component (ArcGIS Extension) which will be defined in detail in section 2.5 below.

B. Desired Hansen Functionality (Hansen processes)

GeoResults Mobile was designed to integrate GIS with Hansen data and work management (CMMS) in the field. GeoResults Mobile allows a field user to locate work orders and assets on the map and view/update Hansen attributes and data if they have the appropriate permissions.

Explanation of specific tools

2.1 Query Tools



Locate Work Order: Selects the map feature that is associated with the selected work order, and displays the feature in the map window. Field personnel can select a work order and it will zoom to the associated asset on the map.



Select Feature: Changes the active map tool, allowing the selection of map features. Selection is made by dragging a box around map features.

2.2 Update/Edit Tools

GeoResults Mobile has two tools which allow the field user to update Asset and Work Order information in the field. These tools are listed below.



Edit Work Order: Presents a window containing work order details, with information. The work order information can be edited.



View/Edit Feature Attributes: Presents a window containing information about map features/assets. The asset information can be edited in the field.

A field user can edit asset information by selecting the asset on the map and popping up an asset form. If the field user has permission to edit attributes, they can update the data in the field and this data will be delivered back to the enterprise. Data update in the field can either be pushed directly into the Hansen database or reviewed prior to going into the enterprise database (see administrative component in section 2.5 below for more details).

GeoResults Mobile takes advantage of ArcGIS technology and utilizes Geodatabase domains/valid values. GeoResults Mobile also utilizes code definitions so the field personnel have a list of valid values to choose from in the field. If the field personnel have a pen-enabled tablet PC or comparable unit, GeoResults Mobile

allows the user to touch the screen with a pen stylus and drop down pick list or write comments directly on the screen into the form.

Below is a list of COMPTYPES available to the users to update/edit attributes. GeoResults Mobile supports all of Hansen's available COMPTYPES.

COMPTYPE	COMPTYPE	COMPTYPE	COMPTYPE	COMPTYPE
1	28	49	85	104
3	29	55	86	105
4	30	66	87	106
12	31	67	88	107
13	32	68	89	108
14	33	69	90	109
15	34	70	91	
16	35	72	92	
18	36	73	93	
19	37	74	94	
20	38	75	95	
21	40	77	96	
22	41	79	97	
23	42	80	98	
24	43	81	99	
23	44	82	100	
24	45	83	101	
25	46	84	102	
26	48		103	

2.3 Data Security

The GeoResults Mobile Administrative Component, specifically the client configuration and work order tool, allows the data or system administrator to set attribute fields to read only, editable or required for both GIS and Hansen data. This provides the field personnel with a mobile application tailored to their specific business process and data updating/viewing requirements in the field.

GeoResults Mobile also provides windows authentication, file encryption and secure communication through HTTPS and SOAP. This creates a secure communication path from the client to the web server and security on the tablet PC if lost or stolen.

2.4 Work Order Retrieval

The work order retrieval process for GeoResults Mobile currently begins when a supervisor uses Hansen to assign work (work order) to an individual or crew with a specific activity. The Administrative Component includes a work order configuration tool that maps that individual or crew to a log in (windows user name). The work order configuration tool can be set to filter work orders by individual, crew and/or other criteria (e.g., date range, activity type, or other fields in the History table). Setting up mappings is a one time process.

GeoResults Mobile allows the field user to retrieve work orders directly out of Hansen through the data synchronization tool (see tool above for details). The user simply selects work orders and then synchronizes the work orders that were assigned to him or the crew. Once the work orders have been synchronized, the

field personnel can select one from the list, zoom to that work order on the map and open the work order to view or update the information. To open a work order, the user clicks the edit work order tool.

To retrieve work orders the field personnel must have a connection to the City's network either through wireless or LAN connection. The synchronization process is very fast and once the work orders have been synchronized, the PC does not need to be connected in order for the field personnel to perform their work and update work orders or asset information. GeoResults Mobile can work in both a disconnected and wireless environment. The field user can continue to work and all data and edits will be stored forward (cached) until a connection is made (wireless or LAN).

2.5 Administrator Functionality

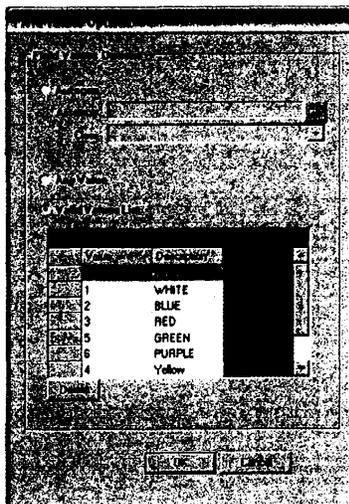
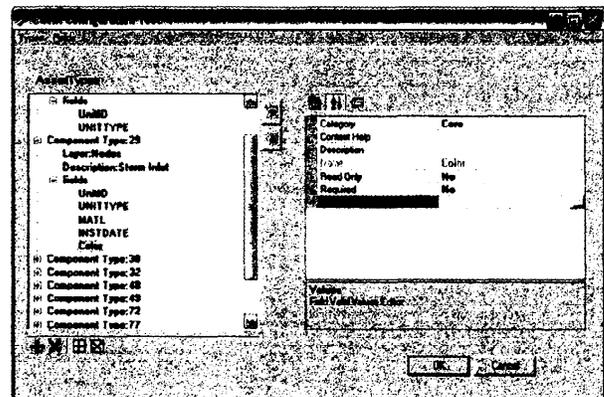
There is also an Administrative Component (ArcGIS Extension) which comes with GeoResults Mobile that allows a data manager to configure the mobile client to limit the functionality and data available to the field personnel (i.e., simplifies for field personnel). This tool also allows the data manager to review the changes (both GIS and Hansen) that have been made by the field personnel prior to pushing the data into the corporate database(s).



1. Asset Configuration Tool

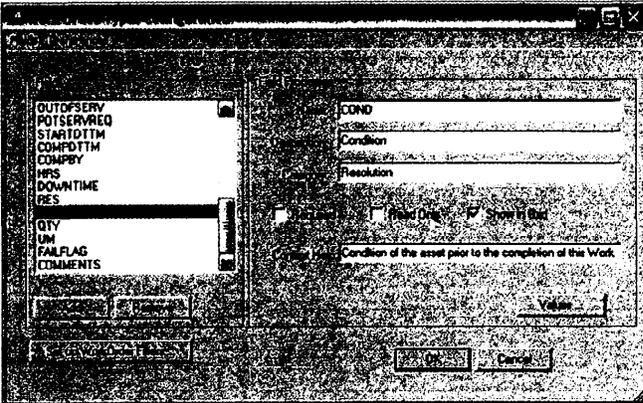
The Asset Configuration Tool allows a data manager to define which assets and information (fields) will be available to the field personnel. Each field laptop/tablet PC can have its own configuration depending on the specific business requirements of the user.

The Asset Configuration Tool allows a data manager to define which attributes of the asset can be edited. Additionally, attributes can be marked as read only or required. If a field has a domain associated with it, GeoResults Mobile will take advantage of these domains/valid values in the field. Attributes can also be set for auto-population (e.g., UNITID) in the field.



2. Work Order Configuration Tool

The Work Order Configuration Tool works in a similar way to the Asset Configuration tool.



3. Review Updates Tool

This tool allows a data manager to verify the updates that have been performed in the field prior to pushing the changes to the corporate databases (GIS and Hansen). Hansen work orders that have been completed in the field can bypass this step and be sent directly from the field to the Hansen database.

VII. SIMILAR COMPLETED PROJECTS

Below is a summary of three similar completed projects. Please note that the purchase and deployment of GeoResults Mobile is planned in January 2006 at Longmont, CO and Franklin, TN, with numerous additional sites expected within the next 3 months.

Hillsborough County, FL – Stormwater Asset Data Collection and Maintenance System

Hillsborough County issued a sole source contract to Marshall for a stormwater asset data collection and maintenance system. Project goals included: 1) Produce a geodatabase that correctly models the County's Stormwater data and interfaces with Hansen; 2) Develop a tool to streamline field data collection of Stormwater assets and improve the quality of the data collected; and 3) Design and develop pre-processing tool(s) to QA/QC GIS data after field collection, and integrate the data into Hansen and ESRI databases. This project is very similar, with the exception that the Hansen integration is not direct, per the client's project requirements.

City of Tempe, AZ – GeoResults Mobile

The City of Tempe participated in Marshall's GeoResults Mobile Advisory Board (GRAB) program. As part of this program, Tempe contributed to defining the needs and design of Marshall's GeoResults Mobile field automation application, which includes asset inventory and condition, and work management. Marshall has since deployed the completed GeoResults Mobile product at the City of Tempe.

Martin County, FL – GeoResults Mobile

Martin County participated in Marshall's GeoResults Mobile Advisory Board (GRAB) program. As part of this program, Martin County contributed to defining the needs and design of Marshall's GeoResults Mobile field automation application, which includes asset inventory and condition, and work management. Marshall has since deployed the completed GeoResults Mobile product at Martin County.



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

**Materials Management
Procurement**
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. **PREPARATION OF PROPOSAL:**
 - a. All proposals shall be on the forms (if any) provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
 - b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
 - c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Offer sheet.
 - d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
 - e. Periods of time, stated as a number of days, shall be calendar days.
 - f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.
2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the purchasing agent whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The purchasing agent may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and, if so, will not be opened until after the official *Request For Proposal* due date and time.
3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated within this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.
4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the **City of Peoria Procurement Code**. A professional service provider submitting a late proposal shall be so notified.
5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a professional service provider (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.
6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.
7. **PAYMENT:** The City will make every effort to process payment for the purchase of services within thirty (30) calendar days after receipt of services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.
8. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Offeror provided payment is made within the discount period.
9. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
10. **VENDOR REGISTRATION:** After the award of a contract, the successful Offeror shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.
11. **AWARD OF CONTRACT:**
 - a. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:
 - (1) Waive any immaterial defect or informality; or
 - (2) Reject any or all proposals, or portions thereof, or
 - (3) Reissue a *Request For Proposal*.
 - b. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the City Council. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Professional Services Provider, (Consultant), certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Consultant shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
 - c. The Consultant has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Consultant may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Consultant, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, Consultant shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Consultant shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Consultant in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Consultant, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Consultant's offer. The Solicitation shall govern in all other matters not affected by the written contract.



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6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **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.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Consultant should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Consultant without prior written permission of the City and no delegation of any duty of Consultant shall be made without prior written permission of the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the Consultant with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime Consultant shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime Consultant shall be approved by the City and any cost savings will be reduced from the prime Consultant's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Consultant referred to herein. The Consultant is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the Consultant's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Consultant from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.



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15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees for costs or damages for which the Consultant is legally responsible or for which the City is vicariously liable on account of the Consultant's willful or negligent acts, error or omissions.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Consultant hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

17. **FORCE MAJEURE:** Except for payment for 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. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Last minute failure of office equipment is not force majeure.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours 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 article, 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. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he 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 the Contract.

19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Consultant as related to any contract held with the City.



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20. **RIGHT TO INSPECT:** The City may, at reasonable times, inspect the part of the place of business of a Consultant or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Consultant warrants that all services delivered under this contract shall conform to the specifications of this contract. Consultant warrants that all services shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All services are subject to final inspection and acceptance by the City. Services failing to conform to the specifications of this Contract will be held at Consultant's risk and may be returned to the Consultant. If so returned, all costs are the responsibility of the Consultant. The City may elect to do any or all:
- Waive the non-conformance.
 - Stop the work immediately.
 - Bring material into compliance.
- This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of service shall not pass to the City until the City actually receives the service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Consultant shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **LICENSES:** Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant as applicable to this Contract.
27. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Consultant or any other person except with the prior written permission of the City.
28. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
29. **COST OF PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
30. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.



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31. **ADVERTISING:** Consultant shall not advertise or publish information concerning this Contract, without prior written consent of the City.
32. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
33. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
34. **DISCLAIMER:** The City of Peoria, Arizona provides current and complete solicitation information for registered Plan Holders only. Updates, amendments and related information regarding the solicitation contained herein will be delivered only to registered Plan Holders. The City assumes no liability or duty to so update or send any update to persons who are not Plan Holders. Any person who acquires these documents from any source other than the City website or directly from the Materials Management Division, has no assurance that the solicitation is valid. No person may amend this document, nor may any person publish it without this disclaimer.
35. **PAYMENT:** A separate invoice shall be issued for each service performed, and no payment will be issued prior to receipt of services and correct invoice.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P06-0050

Materials Management Procurement

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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Installation, Operation and Maintenance of a Mobile Asset Management Application**.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Consultant.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for sixty (60) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the exclusive use of the City of Peoria.
5. **Contract Type:** Fixed Price
6. **Term of Contract:** The term of any resultant contract shall commence upon award and shall remain in effect until all work required by the contractor is completed and accepted by the City. Work shall not commence until authorization to proceed is received from the City.
7. **Term:** If Phase II is implemented, the term of the contract shall be as follows: The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
8. **Contract Extension:** By mutual written contract amendment, any resultant contract resulting from the award of Phase II may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
9. **Affirmative Action:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability.
10. **Proposal Format:** Proposals shall be submitted in one (1) original and five (5) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the local office(s) which will be performing the work. The proposals should be submitted in the maximum length requirements as specified in Section 9 in the Scope of Work.
11. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 30 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.
12. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
 - a. Project Understanding.
 - b. Work Plan/Project Approach.
 - c. Firm's Capabilities.
 - d. Staff's Capabilities and Assignments.



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- e. Functional Requirements
- f. Similar Projects
- g. Conformance to Request for Technical Proposals.
- h. Cost Considerations

13. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
14. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
15. **Performance Warranty:** This section does not relieve Consultant from its obligation to provide Work and Materials/Design Materials appropriate to the purposes of this Project. Nothing in this Agreement creates any contractual liability between the City of Peoria and any Subcontractor; however, the City of Peoria is an intended third-party beneficiary of all contracts for services, all Subcontracts, purchase orders and other agreements between the Consultant and third parties. The Consultant must incorporate the obligations of this Agreement into its respective Subcontracts, supply agreements and purchase orders.
16. **Permits and Approvals:** Consultant agrees and undertakes to obtain necessary permits and approvals, as per the scope of work, from all local, state and federal authorities for the project. In all other cases, the consultant agrees to assist the city to obtain all necessary permits and approvals from all local, state, and federal authorities for the project.
17. **Scope of Work Deliverable:** The successful Consultant shall prepare and provide a detailed Scope of Work for the project. The finalized Scope of Work shall include the agreed upon approach, method, format, and timing to complete the project.
18. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance of the contract. The Consultant shall provide and maintain an inspection system which is acceptable to the City.
19. **Use of Materials/Design Materials:** The City of Peoria shall have unlimited rights to copy and use in connection with the Project all Materials/Design Materials, including the right to use same on the Project at no additional cost to the City of Peoria, regardless of degree of completion, provided that said services performed have been fully paid for as required by the terms of this Agreement exclusive of amounts disputed by City of Peoria in good faith. The Consultant agrees to and does hereby grant to the City of Peoria and any assignee or successor of the City of Peoria as owner of the Project a royalty-free license to any such Materials/Design Materials as to which the Consultant may assert any rights under the patent or copyright laws. The Consultant hereby assigns outright and exclusively to the City of Peoria all copyrights of the Project. The Consultant, as part of its agreements with any Subcontractor or Subconsultant, will secure such license and use rights from each such entity, and shall defend, indemnify and hold the City of Peoria and any successors or assigns harmless from any claims from such for claims by such entities for copyright or patent infringement.
20. **Investigation of Conditions:** The Consultant warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Consultants own investigation.
21. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.
22. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.



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23. **Payments:** The City shall pay the Consultant monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

24. **Insurance Requirements:** The Consultant, at Consultant's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Consultant's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Consultant's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Consultant shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Consultant to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Consultant of any deficiencies in such policies and endorsements, and such receipt shall not relieve Consultant from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Consultant's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

25. **Required Insurance Coverage:**

a. **Commercial General Liability**

Consultant shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P06-0050

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101093, and shall include coverage for Consultant's operations and products and completed operations.

If required by this Contract the Consultant subletting any part of the work, services or operations awarded to the Consultant shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Consultant Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Consultant's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Consultant's Commercial General Liability insurance.

b. Automobile Liability

Consultant shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Consultant's any owned, hired, and non-owned vehicles assigned to or used in performance of the Consultant's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards.

c. Workers' Compensation

The Consultant shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Consultant will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Consultant.

d. Professional Liability

The Consultant retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Consultant, or any person employed by the Consultant, with a limit of not less than \$1,000,000 each claim.

26. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Consultant shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "Acclaims made" basis, coverage shall extend for two years past completion and acceptance of the Consultant's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P06-0050

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

27. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed with respect to coverage or rating of carrier. All other changes shall be with thirty (30) days prior written notice to the City.

28. **Independent Contractor:**

a. General

- i. The Consultant acknowledges that all services provided under this Agreement are being provided by him as an independent Consultant, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Consultant is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Peoria shall not be liable for any acts of Consultant outside the scope of authority granted under this Agreement or as the result of Consultant's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees for costs or damages for which the Consultant is legally responsible or for which the City is vicariously liable on account of the Consultant's willful or negligent acts, errors or omissions.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Consultant is an independent Consultant, therefore, the City Manager will not provide the Consultant with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Consultant acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Consultant.

29. **Key Personnel:** It is essential that the Consultant provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Consultant must agree to assign specific individuals to the key positions.

- a. The Consultant agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Consultant shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

30. **Confidential Information:**

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P06-0050

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

- b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
 - c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
31. **Confidentiality of Records:** The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under the contract. These provisions shall not restrict the Design Professional from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.
32. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific service awarded by the issuance of a purchase order to the appropriate Consultant. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded service that cites the correct contract number is the only document required for the department to order and the Consultant to delivery the service.
- Any attempt to represent any service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Consultant.
33. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.
34. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the Consultant to carry out any obligation, term or condition of the contract. The City will issue written notice to the Consultant for acting or failing to act as in any of the following:
- a. The Consultant provides material that does not meet the specifications of the contract;
 - b. The Consultant fails to adequately perform the services set forth in the specifications of the contract;
 - c. The Consultant fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - d. The Consultant fails to make progress in the performance of the contract and/or gives the City reason to believe that the Consultant will not or cannot perform to the requirements of the contract.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P06-0050**

**Materials Management
Procurement**
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Upon receipt of the written notice of concern, the Consultant shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the Consultant to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Consultant;
- d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the Consultant by:
 - i. Deduction from an unpaid balance;
 - ii. Or any other remedies as provided by law.



SCOPE OF WORK

Solicitation Number: **P06-0050**

Materials Management Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. Purpose:

The City of Peoria is seeking **Request for Proposal and Qualifications** from candidates capable of providing the requested services to fully develop the project described herein.

The purpose of this RFP is for the installation, operation, and maintenance of a mobile asset management application. The intent of this system is to integrate two of the Cities of Peoria Enterprise system (Hansen Asset Management (CMMS) and geographic information system) for field personnel purposes to review asset inventories (spatially), retrieve available work orders and service requests, and finally communicate from the remote client to the enterprise system to retrieve/close new/open work orders. The City of Peoria is looking to utilize existing applications developed for field processes to integrate both Hansen and GIS data as a mobile solution.

The City of Peoria proposes to set-up this process as a two phased implementation. The City of Peoria reserves the right to pursue either phase independently, and requests respondents speak to each phase separately:

- **Phase I** – Pilot Program within Public Works Department (See Scope of Work Phase I - Section 8.1 for more information).
- **Phase II** – Acquisition and implementation of Hansen Mobile GIS Interface citywide (See Scope of Work Phase II – Section 8.2 for more information). (Phase II is unfunded at this time).

2. Background

Peoria, Arizona, located in the Northwest Phoenix metropolitan area, is one of the fastest growing municipalities in the United States. In a few short years, Peoria has transformed from a small farming community into a business and medical hub for the Northwest Valley area. The City of Peoria extends over 175 square miles making it the fourth largest incorporated area in Arizona. Peoria's population rapidly grew from 12,000 in 1980 to a current population of approximately 140,000. It was the fifth fastest growing city (over 100,000) in the United States during the past decade.

3. Committee Members

This project will be coordinated by the City of Peoria with input and recommendation from the following team members:

Operations Manager – Public Works
Streets Supervisor – Public Works
Traffic Maintenance Supervisor – Public Works
IT Coordinator – Public Works
GIS Supervisor – Information Technology

Project Sponsor – Facilities/Transit Manager – Public Works

4. Technology Environments

The City has a comprehensive Strategic Technology Plan that guides its actions. Defined within the Strategic Technology Plan are the City's hardware and software standards:

- Server platform - Windows Server 2003
- Database software – Microsoft SQL Server
- Server hardware – HP Proliant



SCOPE OF WORK

Solicitation Number: P06-0050

Materials Management Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

- Desktop platform – Windows XP, Service Pack 2
- Reporting - Crystal Reports are commonly used as the reporting engine

4.1 GIS Environment

The City of Peoria Geographic Information System (GIS) is managed through the Information Technology (IT) Department, and runs a distributed management model for data maintenance. The GIS Group within IT, manage the enterprise for all GIS users, serving up Intranet Map Services (using ArcIMS) for over 300 clients. Any vendor application will be required to utilize framework data residing on the Enterprise system – retaining specific thematics related to public safety on the secure network.

The standard Peoria defined desktop PC is configured to be compatible:

Desktop:1 ESRI ArcGIS 9.1 – ArcINFO (4) – ArcView (10)

Available Extensions:

- Spatial Analyst (3)
- 3D Analyst (2)
- ArcPress (1)

IcoMap 2.0 (Coordinate Geometry extension)

Server: ESRI ArcSDE 8.3 (migrating to 9.1) on MS SQL Server

Internet: ArcIMS (9.1) *Intranet only* (inside firewall)

Existing Map Services:

- Map Viewer (Generic Mapping Application)
- Crime Viewer (Crime Analysis Application – specific crime)
- Sales Tax Viewer (Link to sales tax database)

Projection and Datum for all Enterprise data:

Arizona State Plane – Central Zone (Fipszone 0202) – North American Datum of 1983 (NAD83) - Units: International Feet (per state statute).



SCOPE OF WORK

Solicitation Number: P06-0050

**Materials Management
Procurement**
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

4.2 Hansen Asset Management Environment

The City of Peoria currently utilizes Hansen V7.70 r4.001.001 with 262 users. Modules owned are as follows:

Hansen Modules Owned
Asset Inventory / Work Management
Building
Plant
Fleet
Sewer
Water
Storm
Street
Advanced Inspections
Customer Service
Inventory Control Basic
GIS Viewer
Geo Administrator
Geo Assistant
Fieldworks

4.3 Mobile Environment Personnel Computer Environment (Hardware):

- Panasonic Toughbook – CF-29
 - PM778, 1.6Ghz Processor, 13.3 T, 512 RAM, 80 Gb HD, Sprint EVDO Wireless Card
 - Microsoft XP Professional – SP2

5. Geographic Information System (GIS) Data Environment

The city has been developing GIS information for the past four years, working to bring an enterprise product for all users on the network. A distributed managed data model has been developed to define roles and responsibilities for data managers and maintainers. Coordination of this effort is tasked within Information Technology (IT). The GIS Group within IT works closely with data managers to provide adequate infrastructure and tools to aid in data management as well as delivery. The GIS Group also works closely with other jurisdictions, in particular the Maricopa County Assessors Office (cadastral information), who provide various other data thematics for use in the enterprise system. All enterprise data are stored in an ArcSDE database (currently version 8.3, moving to 9.1 in near future) residing in MS SQL Server. These data are then made available to both desktop users (using ArcGIS 9.1) or via various Intranet Applications.



SCOPE OF WORK

Solicitation Number: P06-0050

**Materials Management
Procurement**
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

City of Peoria Enterprise GIS Data Themes:

<u>Department</u>	<u>Theme Name</u>	<u>Description</u>	<u>Type</u>
Engineering	Centerline	Regional Road Centerline Information – Contains Address ranges for Geocoding – Hansen CMMS Linkage available	Polyline
	Cadastre / Parcels	Peoria Parcels – Built through import of DGN files from County Assessors Office.	Polygon
	Address Points (residential Plats)	Site Address Information – Allows for many Points to Parcel relationship for commercial properties, available for geocoding.	Point
	Geodetics	Control Monumentation layer – Includes Horizontal and vertical components	Point
	Subdivisions	Subdivision Boundary Inventory	Polygon
	RePayment zones	Special assessment Districts Subdivision Boundaries	Polygon
	Community Development	Zoning	Peoria Zoning Boundary Layer
General Plan		Peoria General Plan information: Includes Landuse, transportation, and circulation components	Point Polyline Polygon
Annexation History		Corporate Limit Updates, and annexation history inventory (Two Themes)	Polygon
Case History Inventory		Polygonal inventory of Planning and Zoning case studies – link to file jacket.	Polygon
Special Addressing		Custom Homes and Commercial Addressing – these data reside in same layer as engineering addressing mentioned above – available for geocoding	Point
Utilities		Water System	Above and below ground assets to includes pressure zones and customer service reaches
	Wastewater System	Above and below ground assets	Point Polyline Polygon
IT GIS Group	Aerials	Aerials purchased through cooperative effort with Maricopa County Flood Control District – currently hold 4 years (2001 – 2004) for use in both desktop GIS and Intranet applications	Imagery
City Clerk (IT GIS Group)	Council Districts	Council District Boundaries	Polygon
	Voting Precincts	Voting Precinct Boundaries	Polygon
	Polling Locations	Poll Locations (Dynamic)	Point
Community Services (IT GIS Group)	Parks	Park Locations	Point Polygon
	Trails	Trail locations (existing and planned) part of masterplan – not on Enterprise	Polyline
	Schools	Area School Inventory	Point
	Recreational Facilities	Pools, fields, etc	Point
Police	Beats	Peoria police beats – for intranet Crime Map Viewer	Polygon
	Crime	Selected Crime from Crime Analyst – run through ATAC and geocoded with ESRI products (against centerline theme)	Point



SCOPE OF WORK

Solicitation Number: **P06-0050**

**Materials Management
Procurement**
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Themes linked to Hansen Asset Management System

Feature Family	Feature Class	Comp Type	Description
Streets	Pavement Management	67	Linear Reference of Street Centerline - at 1/4 mile, 1/2 mile, or mile segment depending on street classification (residential, collector, arterial) - also includes alley, dust abatement segments
	Long Line Striping	67	Linear Reference of street striping - data tied to centerline information and broken into appropriate linear features that match current striping extents
	Guard Rails	67	Linear Reference tied to the extent of Guard Rail features
	Intersection Striping	13	Crosswalk feature within the Intersection Table - Many to one relationship to intersection and crosswalk type
	Street Lights	73	Point Features indicating placement of street light
	Street Signs	20	Street Signage inventory (incomplete) - placed using node forward / node back information from previous inventory database (Cartograph). Some data collected via RTK GPS and placed.
	Traffic Signal	74	Tied to GIS intersections, point file providing location of associated signalized intersections. All Hansen data are tied to this signal regarding the components making up a signal system within the identified intersection.
Storm System	Storm Lines	28, 31	Storm Line features that include Mains (pipe), Channels, and Culverts
	Storm Points	29, 30, 32, 77	Storm Point Features that include Infalls/outfalls, manholes, drywells, pumpstations, Scuppers, Collection Basins
	Storm Polygons	108	Retention basin boundaries
Parks	Landscape Maintenance	14	Polygonal areas of maintained rights of way, retention basin, and drainage areas for weed abatement. These are not part of legal descriptions but are inventoried directly as areas of contractual weed abatement program - digitized from 2005 Aerials and checked by Inventory managers.
Engineering	Real Property Data	Hansen Parcel	In work data - Polygon features representing property acquisition and disposal geography, easements, and rights of way obtained (or disposed) via deed process
Wastewater System	Sewer Lines	21	Sewer Mains - Force and Gravity (in different Feature Datasets and Classes) - Feature Status are of 4 categories: a) Permitted Design, b) As-Built, c) Field Verified Asset, d) GPS's Asset (linked to end nodes/Points)
	Sewer Points	15,22,24,98,	Sewer System Node Features - Feature Status are of 4 categories: a) Permitted Design, b) As-Built, c) Field Verified Asset, d) GPS's Asset



SCOPE OF WORK

Solicitation Number: **P06-0050**

Materials Management Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Water System	Water Lines	41	Water System Mains - broken into 3 categories on the GIS a) Transmission, b) Distribution, c) Fire System - with (currently) only Trans and Dist mains being pushed into Hansen. Feature Status is also consistent as in Sewer System with 4 categories: a) Permitted Design, b) As-Built, c) Field Verified Asset, d) GPS's Asset - Unit ID's identify Water vs. Reuse mains (nodes features).
	Water Points	12,40,41,43,46,67,78	Water System Nodes (points) - includes Valves, hydrants, Node Features (connections, tees, reducers, blowoffs, etc), Reservoirs, wells, pump stations, etc. Feature Status is also consistent as in Sewer System with 4 categories: a) Permitted Design, b) As-Built, c) Field Verified Asset, d) GPS's Asset - Unit ID's identify Water vs. Reuse mains (nodes features).
Reuse System	Reuse Lines	41	Reuse System Mains - broken into 3 categories on the GIS a) Transmission, b) Distribution, c) Fire System - with (currently) only Trans and Dist mains being pushed into Hansen. Feature Status is also consistent as in Sewer System with 4 categories: a) Permitted Design, b) As-Built, c) Field Verified Asset, d) GPS's Asset - Unit ID's identify Water vs. Reuse mains (nodes features).
	Reuse Points	12,40,41,43,46,67,78	Reuse System Nodes (points) - includes Valves, hydrants, Node Features (connections, tees, reducers, blowoffs, etc), Reservoirs, wells, pump stations, etc. Feature Status is also consistent as in Sewer System with 4 categories: a) Permitted Design, b) As-Built, c) Field Verified Asset, d) GPS's Asset - Unit ID's identify Water vs. Reuse mains (nodes features).
Addressing	Address Table	Hansen Address	GIS hold master address table - interface is linked to update Hansen as new records are identified, and pass (return) ADDRKEY value to the GIS to link to Hansen database. Data can then be used (GIS Data) in the IMV viewer and GeoAdministrator to view Hansen Addresses and move to these queried locales.



SCOPE OF WORK

Solicitation Number: P06-0050

**Materials Management
Procurement**
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

6. Desired System Compatibility

6.1 GIS Data Compatibility

The ideal solution will provide users the ability to have limited functionality with respect to GIS and Hansen CMMS applications. The field solution should have the ability to utilize (via simple conversion or direct connection) typical spatial features as seen in the ESRI ArcGIS environment. These include: Shapefiles, Personnel Geodatabases, MS SQL SDE databases, Coverages (limited), and simple tables having geographic attributes used for event tracking.

6.2 Hansen System Compatibility

The ideal solution will provide users the ability to review existing Hansen information retrieved from the enterprise database. Please explain how Hansen Asset information are related to the field system and data available for field use / verification. System functionality will be addressed in a later section.

6.1 Product Hardware Compatibility

The ideal solution will utilize existing City of Peoria hardware specifications for mobile field (personnel computing) devices (see section 4.3), respondent will be required to provide information regarding both server-side and client side needs, indicating compatibility with Peoria standards.

7. Desired System Functionality

7.1 Desired Functionality (GIS Processes)

The City of Peoria requires GIS system functionality to be consistent with standard desktop environments. The table below identifies some standard desktop functionality. Please indicate how this solution provides functionality as identified. In addition, please provide any additional functionality (with regards to spatial interaction) in the space provided (please add additional sheets if necessary).

Requirements Function: Does solution have ability to perform these standard GIS Functions.	Does solution meet requirement? (Y/N)	Explanation
Query Tools - Please identify all available query tools (spatial and tabular) that may be utilized in this application		



SCOPE OF WORK

Solicitation Number: **P06-0050**

**Materials Management
Procurement**
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Navigation Tools - Please identify all available navigational tools available using the proposed solution		
Data Import Tools - Solution must have ability to utilize latest available enterprise data for use on system. Includes both spatial and tabular information		
Additional Tools - Please identify any additional tools available to product users		

Enhanced Functionality requirements.	Does solution meet requirement? (Y/N)	Explanation
System must exhibit ability to enable specific enhanced functionality with regards to map information		
Redline - Solution must have ability for field personnel to identify and mark infrastructure errors as identified. Data managers need ability to review markups and adjust data appropriately. Please explain any redlining process available via this product, how it is managed both in the field and office, and opportunities for data to be passed from field to office.		



SCOPE OF WORK

Solicitation Number: P06-0050

**Materials Management
Procurement**
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

**Additional Enhanced
Functionality** - Please
indicate any additional
Enhanced functionality
not previously identified
(with respect to mapping
and GIS)



SCOPE OF WORK

Solicitation Number: **P06-0050**

**Materials Management
Procurement**
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

7.2 Desired Functionality (Hansen Processes)

The ideal solution will provide Field Operatives common procedures for the collection, identification, modification, and registration of many of the Hansen components. Please outline the programs ability to assist field operatives in the following areas of Asset / Work Order management.

Requirements Function: Does solution have ability to perform these standard Hansen Functions.	Does solution meet requirement? (Y/N)	Explanation
Query Tools - Please provide information regarding the ability of the system to query GIS/Hansen Records via Hansen Identifiers		
Update/Edit Tools - Please provide information regarding the ability of the application to edit specific attribute information pertaining to any selected asset. Provide list of COMPTYPES that are available to users to update/edit attribute information regarding assets - are these limited by the spatial data and/or available Hansen records. For example: A user wishes to update the Manufacturer field pertaining to a selected Water Valve - can this be done using this product, explain - also provide information regarding the process to verify and update the Enterprise Database (Hansen).		



SCOPE OF WORK

Solicitation Number: P06-0050

Materials Management Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Data Security - Please provide information regarding the ability the system administrator to set up rules for data editing - at both the Spatial and Tabular levels. Can specific attributes be defined to allow updates, whereas, others are locked and available as Read Only.

Work Order Retrieval - Please provide information regarding the process for field staff to retrieve, open, and respond to work orders (or service requests) - Please outline connectivity needs, disconnect issues (when wireless connectivity unavailable).

Administrator Functionality - Please provide information regarding any Administrator functionality that has not previously been identified through previous bullets.



SCOPE OF WORK

Solicitation Number: P06-0050

**Materials Management
Procurement**
8314 West Cinnabar Street
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Phone: (623) 773-7115
Fax: (623) 773-7118

8. Scope of Work

8.1 Phase I – Pilot Project

The City of Peoria proposes a two phased approach to the development of this RFP, Phase I represents a pilot project with the following characteristics (vendor will define) :

- Pilot Program to be run jointly within the Information Technology and Public Works Departments Streets Division.
- Pilot Program will provide functional flow of potential field operations, field practices and guidelines using vendors "interface."
- Pilot Program will be limited to the installation of product to two (2) City Standard ruggedized laptop devices.
- Current budget for Phase I is approximately \$34,000.
- Pilot Program will be developed to demonstrate the interoperability among:
 - Existing enterprise GIS data
 - Existing enterprise GIS data linked (via Hansen Geoadministrator product) to Hansen asset data (see Section 4 for listing).
 - Communication with enterprise Hansen System
 - Work Order Retrieval
 - Work Order Closure
 - Service Request Identification
 - Service Request Closure
 - Asset Attribution update capability
- Pilot Program will exhibit ability for field staff to edit information through:
 - Red Lining: Process to mark up digital maps where additions/edits to existing system are required.
 - Includes both spatial corrections and notations regarding field issues
 - Define storage process
 - Define update process (for changes)
 - Define validation rules (for office data managers)
 - User tracking – identification of field personnel who implemented redline
 - Asset Attribute updates
 - Define ability to update key asset attributes with field device
 - Update Hansen Asset Information
- Respondent will provide guidelines for the development of Pilot Project (including fee schedule for Phase I) consistent with the identified hardware / software / data standards as outlined in this document.
- Respondent will provide information regarding training and on-going support for this phase and future implementation of product(s).

8.2 Phase II – Hansen Mobile GIS Implementation

Phase II of this project will be a citywide implementation of the successful pilot program. This phase assumes the successful completion of Phase I (Pilot Program) and approval by committee members to pursue citywide implementation, depending on funding approval by City Council.

Phase II includes the following:

- Implementation of the mobile solution to approximately 60 users. Users may include (but are not limited to) members from the following departments/divisions:



SCOPE OF WORK

Solicitation Number: P06-0050

Materials Management Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

- Public Works
 - Streets Division (including the following components: signs, striping, street inventory (pavement management), sweeping, signals, street lighting, storm system, and blue stake)
- Utilities
 - Water / Wastewater Operations and Inspection
 - Blue stake
- Engineering
 - Offsite Inspectors
- Community Development
 - Building Inspectors
 - Code Enforcement
- Community Services
 - Park Services
 - Right of Way Maintenance
- Vendor will supply unit cost (including bulk acquisition cost savings) for necessary hardware, software and peripherals. Costs will include any licensing fees, training fees, on-site set-up fees, software costs, and on-going maintenance fees for the system.
- Implementation roll-out guidelines and recommendations.

9. PROPOSAL SUBMISSION

9.1 Proposal Format

Each proposal shall be submitted in one (1) original and five (5) copies on standard 8 ½ " x 11 " paper and bound together as a single document. Promotional materials, samples or recently completed work and references are to be edited with respect to relevance to this request and must relate only to the specify individuals proposed for commitment to this project. The proposals should be submitted in the maximum length requirements as specified:

Respective sections are to be separated by tabbed dividers with labels. The proposal and supporting materials are to be arranged in the following order:

- Table of Contents
- Project Understanding - A clear, concise statement describing your understanding of the city's needs with respect to this request. Characterize those elements to our current situation that you perceive as unique and which are particularly problematic or which provide unusual opportunities to the City of Peoria. Maximum one (1) page.
- Work Plan/Project Approach - A description of project (separating Phase I and II) detailing the full scope of services to be provided with particular emphasis on overall organization of the city's concerns and needs. The project methodology should be described in sufficient detail to permit objective evaluation of the proposal. The work plan will include a task schedule with relative time commitments for both vendor and city personnel identified. Maximum eight (8) pages.
- Firm's Capabilities - An outline of the firm's commitment to the project, outlining how this firm can make this particular project a success. Please reference Vendor and System Qualifications section to identify Peoria expectations. Maximum three (3) pages.



SCOPE OF WORK

Solicitation Number: **P06-0050**

**Materials Management
Procurement**
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

- Staff Assignments and Experience – Organizational chart and outline of defined staff assignments and experience (in such assignments) as they relate to this project. Maximum eight (8) pages.
- Functionality Requirements Explained – Firm will provide explanations to the functionality requirements as outlined in section six (6) of this RFP. All items will be indicated, even if requirement cannot be met. Respondent will provide information regarding products ability to match to Peoria's Technical environments, Data environments, and products functional capabilities with respect to the outline provided for both GIS and Hansen (see sections six (6) and seven (7)). Maximum six (6) pages.
- Similar Completed Projects -
- Fee Schedule - A fee schedule broken down by task, hours, profession, hourly rate and total project cost (broken again by phases) including any reimbursable expenses. Include fee schedule for additional work to accommodate any approved scope increases. Also include a fee schedule broken down by an hourly rate for any additional services that you may provide that are not explicitly documented. Fee schedule should reflect any hardware/software costs (per project phases) and indicate any associated on-going costs for products and technical services (eg. Annual maintenance and Technical Support costs).

9.2 Selection Criteria

The selection process is governed by the following primary directives:

- Conformance - RFP Submittal meets all the format criteria as defined above. (Section 9.1)
- System(s) must be compatible with existing Asset Management System (Hansen 7.7)
 - Including linkages to existing Hansen Modules
- System(s) must utilize existing enterprise geographic information for use in any spatial analysis.
- System(s) must utilize City of Peoria hardware and software (operating system) standard
- Communication between Enterprise (host) system and Client (Field) must meet standards set by City of Peoria Information Technology Department.
- The vendor or qualified third (3rd) party will support the system(s).
- The vendor or qualified third (3rd) party will train Peoria personnel in system(s) use.
- Application meets technical environment criteria (Section 4)
- Application meets desired functional criteria (Section 5)
- Work plan definition/outline for phases I and II identified to committee satisfaction
 - Project understanding
 - Includes Staff Assignments (both vendor and Peoria)
 - Time lines
 - Training/Support plan
 - Costs associated (Fee Schedule)
- Firm/Staff Capabilities

Selection process will be governed by a point system arrived at via consensus of the review committee (Section 3) – members will review and score based on the criteria listed in Item 11 of the Special Terms and Conditions, focusing on Phase I for initiation of this Mobile solution.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE GLS
PIDC 11-13-2006

<p>PRODUCER ACORDIA NORTHWEST, INC/PHS 815254 P:(866)467-8730 F:(877)905-0457 PO BOX 33015 SAN ANTONIO TX 78265</p>	<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</p> <p style="text-align: center;">INSURERS AFFORDING COVERAGE <i>Nov 13 2006</i></p>
<p>INSURED MARSHALL & ASSOCIATES 1603 COOPER POINT RD. N.W. OLYMPIA WA 98502</p>	<p>INSURER A: Hartford Casualty Ins Co</p> <p>INSURER B: Hartford Fire Ins Co</p> <p>INSURER C:</p> <p>INSURER D:</p> <p>INSURER E:</p>

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	52 SBA EG0138	06/01/06	06/01/07	EACH OCCURRENCE \$2,000,000
					FIRE DAMAGE (Any one fire) \$300,000
					MED EXP (Any one person) \$10,000
					PERSONAL & ADV INJURY \$2,000,000
					GENERAL AGGREGATE \$4,000,000
					PRODUCTS - COMP/OP AGG \$4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	52 UEC KE9029	12/04/05	12/04/06	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	52 SBA EG0138	06/01/06	06/01/07	EACH OCCURRENCE \$1,000,000
					AGGREGATE \$1,000,000
					\$
					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	52 SBA EG0138	06/01/06	06/01/07	WC STATUTORY LIMITS OTHER
					E.L. EACH ACCIDENT \$1,000,000
					E.L. DISEASE EA EMPLOYEE \$1,000,000
					E.L. DISEASE POLICY LIMIT \$1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLE/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Those usual to the Insured's Operations. Certificate holder is an Additional Insured per the Business Liability Coverage Form SS0008, attached to this policy. REF: P06-0050 Installation, Operations and Maintainance of a mobile asset management application.

<p>CERTIFICATE HOLDER <input checked="" type="checkbox"/> ADDITIONAL INSURED, INSURER LETTER: A</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.</p> <p>AUTHORIZED REPRESENTATIVE <i>[Signature]</i></p>
<p>City of Peoria Attn Jennifer Miller 8314 W Cinnabar Ave. Peoria, AZ 85345</p>	

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 11/14/06
PRODUCER Armfield Harrison & Thomas Inc Technology 600 University St. Suite 1300 Seattle, WA 98101	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Marshall & Associates, Inc. 1603 Cooper Point Road NW Olympia, WA 98502-8325	INSURERS AFFORDING COVERAGE INSURER A: Indian Harbor Insurance INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">WC STATU-TORY LIMITS</td> <td style="width: 50%;">OTH-ER</td> </tr> <tr> <td colspan="2">E.L. EACH ACCIDENT \$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - EA EMPLOYEE \$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - POLICY LIMIT \$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT \$		E.L. DISEASE - EA EMPLOYEE \$		E.L. DISEASE - POLICY LIMIT \$	
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT \$													
E.L. DISEASE - EA EMPLOYEE \$													
E.L. DISEASE - POLICY LIMIT \$													
A	OTHER Errors & Omissions	TPL00041806	08/28/06	08/28/07	\$1,000,000 Limit \$25,000 Deductible 08/04/1994 Retro Date								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Evidence of Insurance
 Solicitaion No. P06-0050 Amendment No. 1, Installation, Operation and Maintenance of a Mobile Asset Management Application.

CERTIFICATE HOLDER

City of Peoria, Materials Mgmt
 Attn: Jennifer Miller

 8314 West Cinnabar Street
 Peoria, AZ 85345

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

01067



CONTRACT AMENDMENT Change Order

Materials Management
Procurement
8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No.: P06-0050 Page 1 of 9
Amendment No.: One (1) Date: June 9, 2006

Buyer: Jennifer Miller

Project No.: Agreement Date: February 11, 2006

Project Description: Mobile Asset Management System Completion Date:

The changes as shown on the attached sheet are hereby made to the contract.

OCT 11 2006

Contract Price Change:

Original Contract Price:	\$34,000
Total of previous change orders:	0
Original contract price plus previous change order(s):	34,000
The contract price due to this change order will be increased/decreased by:	0
The new contract price including this change order will be:	\$34,000

Contract Time Change:

The contract time will be increased by _____ days.

The new date for completion of all work will be _____

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

[Signature]
Signature

10/17/06
Date

Elizabeth Marshall President
Typed Name and Title

Marshall
Company Name

1603 Cooper Pt. Rd NW
Address

Olympia
City

WA
State

98502-8325
Zip Code

Attested By:

[Signature]
Mary Jo Kief, City Clerk

CC Number

ACON 07906A
Contract Number



City Seal
Copyright 2003 City of Peoria, Arizona

Official File

[Signature]
Department:

[Signature]
Buyer

Approved By: Herman F. Koebergen, Materials Manager
William L. Emerson, Assistant City Attorney

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
November 2, 2006, at Peoria, Arizona

[Signature]
Herman F. Koebergen, Materials Manager

ORIGINAL



SERVICE AND MAINTENANCE AGREEMENT

This Service and Maintenance Agreement (hereinafter referred to as Agreement) is made by and between Marshall, 1603 Cooper Point Rd., Olympia WA, USA (hereinafter referred to as "MARSHALL"), and purchaser of the MARSHALL Annual Service and Maintenance, The City of Peoria, AZ, 8401 W Monroe St, Peoria, AZ, USA (hereinafter referred to as "Customer").

In consideration of the mutual covenants of the parties hereto and subject to all terms of this Agreement, MARSHALL and Customer agree as follows:

1. Software Product Identification

This Agreement applies to the product(s) licensed to Customer by MARSHALL as agreed to in a separate Software License Agreement (including additional software purchases under that Agreement):

Product Description: GeoResults Mobile

Product Serial Number: 06220600030

Marshall Quote/Order Number and Date: Proposal 1/5/06

Customer Purchase Order Number and Date: P06-0050, 2/11/06

2. Price

Customer agrees to pay to MARSHALL in advance, an annual maintenance fee of \$700.00 for services provided in accordance with this Agreement.

The maintenance service fee is \$700.00 per license, which is based on 20% of the original undiscounted total software cost, is levied in advance and is subject to annual increases of no more than 1.5%. Both the percentage and the total software cost are set according to MARSHALL's price list at the date of purchase.

3. Term

This Agreement will commence upon verification by MARSHALL of initial receipt of order per selected delivery method and shall continue for twelve (12) consecutive months at the fee(s) listed above. "Annual Maintenance Period" refers to the time period during which Customer is eligible to receive maintenance services for the software products identified in Section 1.

4. Automatic Renewal

After the initial term and thereafter every succeeding term, this Agreement shall automatically renew for a twelve (12) month period unless either party has given the other thirty (30) calendar days prior written notice of its desire not to renew at the end of the initial term or any extensions thereof. The annual fee shall remain the same as the prior year unless Customer is provided written notice of a price change sixty (60) calendar days prior to the expiration of the prior term.

MARSHALL reserves the right to adjust the basis of charging for the maintenance services fee if additional software product is purchased after this Agreement is executed, by averaging purchase dates, prorating the period to which it relates and other such methods but only to the extent that it does not materially change the terms of this Agreement.

5. Customer Eligibility

Determination of a Customer's eligibility to receive the Maintenance Services listed below shall be made by the MARSHALL Customer Service Department upon Customer's presentation to MARSHALL of the Software Product (s) serial number at the time maintenance services are requested. This serial number can be found on the MARSHALL Software Product or by contacting MARSHALL's Help Desk at 877-697-2199.

In order to be eligible to receive the Maintenance Services, payment of Customer's Annual Service and Maintenance Agreement must be current.

6. Services

Pursuant solely to the prices, terms, and conditions specified herein, MARSHALL hereby agrees to provide Customer with access to the Maintenance Services listed below for the Software Product (s) identified in Section 1.

Maintenance services shall consist of assistance with any material malfunctions or logic problems that have been identified and corrected in the Software Product for which Maintenance is requested according to Section 6.1.

6.1. Customer Technical Support

The Customer can request maintenance support from MARSHALL as follows:

6.1.1. Toll-Free Technical Telephone Support

Customer will be able to utilize toll-free telephone support through the MARSHALL Help Desk for technical issues related to the licensed software. Telephone support will be available Monday through Friday between the hours of 6 a.m. and 5 p.m. Pacific Time by dialing (877) 697-2199.

6.1.2. Email Support Requests

Customer will be able to request support by sending an email request for support to: support@marshallgis.com.

MARSHALL customer service will be provided through a single Customer point of contact identified below. The Customer may notify MARSHALL via the support email address if there is a change in the point of contact.

Customer Point of Contact Name and Email: Mr. Tim Smothers tims@peoriaaz.com

6.2. Software Product Updates

MARSHALL may make available to an eligible Customer any MARSHALL approved software patches, corrections, or improvements to the Software Product for a period of twelve (12) months. Software Product support and maintenance will apply only to unmodified Software Product and to commercially released updated versions of the Software. These Updates are provided for the single Software Product for which Maintenance Service is ordered. In order to be eligible for updates, the maintenance agreement must be in continuous force from the time of the purchase of the Software Product. These updates will be provided on a six-month basis if changes and/or enhancements have been made to the Software Product.

Updates to custom software product will be made within six months of a new release of Hansen or ESRI software that is referenced by the Software Product. MARSHALL reserves all rights to modify its update release schedule in its sole discretion.

Software Product updates are only provided under the following conditions:

- Software Product is used with ArcMap Version 9.1 or higher
- Software Product is used with Hansen 7.7 release 4.1.0 or higher
- Software Product maintenance extends only to platforms and operating environments certified by Marshall for use with the Software Product.
- No changes have been made to the custom templates originally supplied to the Customer

6.3. Electronic Access to Annual Maintenance

MARSHALL shall grant to the Customer the right to access such electronic distribution services, as MARSHALL deems appropriate. These distribution services may include electronic mail via the Internet, or access via the Internet to files and documents. It shall be the responsibility of the Customer to provide any such resources as may be necessary for Customer's electronic access to the Maintenance Services. In addition, Customer shall bear all costs associated with telephone line access during its receipt of these services. Customer shall contact the MARSHALL Customer Service Department for the specific electronic access means being offered.

7. Software Product License

Use of the Software Product for which Maintenance Service is ordered is subject to the terms and conditions of the MARSHALL Software Licensing Agreement provided with the Software Product as originally shipped from MARSHALL. Customer may only use the type and number of copies of the Software Product for which the appropriate license fees have been paid to MARSHALL. Any updates, or modifications received by Customer via the services described herein shall also be subject to the terms and conditions of the Software Licensing Agreement originally provided with the Software Product.

8. Excluded Services

The maintenance service to be provided by MARSHALL under this Agreement shall not include maintenance necessary due to failure of a Software Product not supplied by MARSHALL or not covered under this Agreement. Services provided by MARSHALL that are outside the scope of and/or specifically excluded by this Agreement shall be invoiced by MARSHALL at a rate determined by MARSHALL based on the nature of the service(s). This Agreement does not include on-call customer support for the use of the Software Product.

9. Additional Services

Services outside the scope of those described in Section 6 above may be provided on a Time-and-Materials basis, Flat Fee basis, or may require on site work at a negotiated price.

10. Termination

MARSHALL reserves the right to unilaterally and immediately terminate this Agreement in the event Customer fails to adhere to the terms and conditions of this Agreement or the Software License referenced in Section 3. In addition, MARSHALL reserves the right to discontinue Annual Maintenance Service with respect to a particular Software Product at the time of renewal of the Annual Maintenance Service Agreement.

10.1. Non-Payment

This agreement may be terminated without notice if payment is not received within forty-five (45) days of its due date. If Customer is forty-five days or more delinquent on any obligation to MARSHALL, MARSHALL may suspend services provided by this Agreement until Customer pays its obligation. No credit or refund will be provided during any period of suspension.

11. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

UNLESS EXPRESSLY PROVIDED HEREUNDER, MARSHALL HEREBY DISCLAIMS ALL WARRANTIES WITH REGARD TO THE SERVICES PROVIDED HEREUNDER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF MARSHALL FOR DAMAGES, INCLUDING BUT NOT LIMITED TO, ANY LIABILITY FOR

16. Waiver

The waiver by either party of any of its rights or remedies or of any breach by the other party under this Agreement in a particular instance shall not be considered as a waiver of any other or the same or different rights, remedies, or breaches in other or subsequent instances.

17. Assignability

Customer may not assign this Agreement or its rights hereunder without the prior written consent of the Marshall, except to a successor to all or substantially all of the business and properties of the assigning party. Subject to the foregoing, this Agreement shall inure to the benefit of and shall be binding on the parties hereto, and their respective permitted successors and assigns.

18. Miscellaneous

This Agreement and all rights granted hereunder are assignable to a third party pending its agreement thereto and only in the event that the particular Software Product identified in Section 14 is sold by Customer to said third party in accordance with the provisions governing such resale contained in the Software Licensing Agreement under which the Software Product was sold by MARSHALL to Customer.

Customer	Marshall and Associates, Inc.
By: <u>Sandra Teetsel</u>	By: _____
Name: <u>Sandra Teetsel</u>	Name: _____
Title: <u>CTO</u>	Title: _____
Date: <u>10/2/06</u>	Date: _____

AN INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE AND ANNUAL MAINTENANCE SERVICE, INCLUDING BUT NOT LIMITED TO LOSS OF USE, REVENUE, PROFIT, OR DATA LOSS, EVEN IF MARSHALL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Delay – Force Majeure

MARSHALL shall not be liable for any delay in the provision of the services described herein due to any cause beyond its control. Such causes include, but are not limited to, strike, acts of God, lot failure, acts of the Customer, or malfunctions of third-party software, hardware, or communications. In the event MARSHALL is unable wholly or partially to perform its obligations pursuant to this Agreement because of any cause beyond its control, MARSHALL may terminate this Agreement without liability to Customer but any such non-performance by MARSHALL shall not constitute a breach of this Agreement.

13. Governing Law And Disputes

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington, U.S.A exclusive of choice-of-law provisions. Any dispute, controversy, claim, or difference arising out of, or in connection with, or resulting from this Agreement, its application or interpretation, or a breach thereof, which cannot be settled amicably by the parties, shall be resolved definitively and exclusively by court proceedings in the state of Washington, U.S.A. and Customer agrees to submit, and by execution of this Agreement does submit, to the jurisdiction and venue in the courts of Washington, U.S.A.

14. Legal Expense

In the event legal action is taken by either party to enforce this Agreement, all costs and expenses, including reasonable attorney's fees and any other reasonable costs awarded, incurred by the prevailing party in exercising any of its rights or remedies hereunder, or in enforcing any terms or provision hereof, shall be paid by the other party.

15. Entirety of Agreement

This Agreement contains the entire agreement between the parties with respect to the services provided hereunder and supersedes any other prior or contemporaneous contracts, proposals, representations, or communications, oral or written, with respect to the subject matter of this Agreement and shall only be amended by a written agreement between the parties. The terms and conditions of this Agreement shall supersede those set forth in Customer's purchase order.



marshall

**MASTER LICENSE AGREEMENT
SIGNATURE PAGE**

This Marshall License Agreement (hereinafter referred to as "Agreement") is between you ("Licensee") and Marshall and Associates, Inc. a Washington corporation, with its principal place of business at 1603 Cooper Point Road NW, Olympia, Washington 98502-8325, USA. The Agreement includes, and incorporates by reference (i) this signature page, (ii) the General License Terms and Conditions version E200 5/05. The parties acknowledge that they have read and understood this Agreement and agree to be bound by the terms and conditions.

Licensee may only use the type and number of copies of the Software and Documentation for which the appropriate license fees have been paid to Marshall and in accordance with the licensed configuration on file with Marshall Customer Service.

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes and previous agreements, understandings, and arrangements between the parties relating to such subject matter. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the last date written below.

(Licensee)
By: *Sandra Tectsel*
Authorized Signature
Printed Name: Sandra Tectsel
Title: PTO
Date: 10/2/06

MARSHALL AND ASSOCIATES, INC. (MARSHALL)
By: _____
Authorized Signature
Printed Name: _____
Title: _____
Date: _____

Licensee Contact Information

Contact: Timothy Smothers
Address: 8342 W Monroe ST
City, State, Zip: PEORIA AZ
85345
ATTN - INFORMATION TECH.

Telephone: _____
Fax: _____
E-mail: _____
Marshall Contract Number: MLA
General License Terms and Conditions Version E200 5/05

Master License Agreement

3.2 Beta License. In the event Marshall accepts Licensee into its current Beta Testing program, Licensee may be provided copies of alpha, beta, and/or prerelease (hereinafter collectively referred to as "Beta") Software for the limited purpose of testing the Beta Software in accordance with the Beta testing policies then in effect. Licensee agrees that the terms and conditions of a separate Beta Software Licensing Agreement shall with addition to the terms and conditions of this Article 3.2 only, supersede the terms and condition of this Agreement for use of the Beta Software. Beta Software and Documentation delivered are confidential and proprietary to Marshall and contain trade secrets, inclusive of unpublished specifications. In consideration of the rights granted herein, Licensee agrees to retain all Beta Software and Documentation provided to Licensee in confidence. Licensee shall maintain all results of testing in confidence and agrees not to disclose to any third party details pertaining to the Beta Software, Documentation, test results, or errors encountered. Marshall reserves the right to determine which Beta Software and Documentation subsequent interim beta release(s), or patch(es) will be made available to Licensee to test during the term of the Agreement. Beta Software is subject to change prior to its commercial release and may never be commercially released. Licensee is advised that such Software is not suitable or licensed for full use and accepts all responsibility for use of the same and any results generated.

3.3 Evaluation License. Marshall may from time to time extend a limited term evaluation license(s) under the terms of this Agreement, for the duration authorized in any supporting documentation supplied by Marshall. Any evaluation license subsequently converted to a full use license is also subject to the terms of this Agreement.

3.4 Consultant Access. Licensee may provide access to the Software or Documentation to any consultant or contractor of Licensee, provided that the consultant or contractor is using the Software or Documentation exclusively for the benefit of Licensee. Licensee shall be responsible for compliance by consultants or contractors with the terms and conditions of this Agreement and that the consultant or contractor had entered into a Non-Disclosure Agreement with Licensee so as to protect the Confidential Information of Marshall.

ARTICLE 4 – SCOPE OF USE

4.1 Permitted Uses.

- a) Licensee may (i) install and store copies onto electronic storage device(s), and (ii) only use the Software and Documentation as set forth herein and in accordance with the licensed configuration on file with Marshall Customer Service or Marshall authorized distributors.
 1. For each GeoResults® Mobile , Licensee must have a single use license for each end user that will use the Software or Documentation.
 2. Extensions or options to Software programs follow the same scope of use as that granted for the corresponding Software. For example, if Licensee orders a GeoResults ® extension, then that extension is also licensed for single use.
- b) Licensee may make one (1) copy of the Software and Documentation for archival purposes during the term of this Agreement. Additionally, Licensee may make routine computer backups and implement a redundant installation for failover operations during the period the primary site is not operational. The redundant installation shall remain dormant except for system maintenance and updating of databases while the primary site is operational.
- c) Licensee may customize the Software using any Marshall approved customization tools, which may include a (i) macro or scripting language, (ii) open application programming interface (API), or (iii) source or object code libraries. Such modification shall be referred to as "Customized Software." Licensee hereby grants Marshall a non-exclusive, royalty-free, fully paid-up, worldwide, perpetual license to: (i) reproduce, prepare derivative works based on and distribute all or part of any Customized Software; and (ii) make, have made, use, offer to sell, sell, license or import any products (including

Accepted by: SR (Licensee)

_____ (Marshall)

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software) or services under any intellectual property rights owned or licensed by Licensee which relate to all or part of any modification or methods or concepts embodied in, or implemented through the execution of any Customized Software. Licensee shall provide Marshall with copies of the Customized Software in source code form at the address supplied with the Licensed Software.

- d) Licensee may use, copy, or prepare derivative works of the Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for the Licensee's own internal use. The portion(s) of the Documentation supplied in digital format merged with other software and printed or digital documentation shall continue to be subject to the terms and conditions of this Agreement and shall provide the following copyright attribution notice acknowledging the proprietary rights of Marshall and its licensor(s) in the Documentation supplied in digital format: "Portions of this document include intellectual property of Marshall and Associates, Inc. and its licensor(s) and are used herein under license. Copyright© 2005 MARSHALL AND ASSOCIATES, INC. ALL RIGHTS RESERVED."

4.2 Uses Not Permitted.

- a) Licensee shall not sell; rent; lease; sublicense; lend; assign; time-share; or act as a service bureau or Application Service Provider (ASP) that allows third party access to the Software and Documentation except as provided herein; or transfer, in whole or in part, access to prior or present versions of the Software or Documentation, any updates, or Licensee's rights under this Agreement.
- b) Licensee shall not redistribute the Software developer license authorization file(s).
- c) Licensee shall not redistribute the Software, in whole or in part, including, but not limited to, extensions, components, or DLLs without the prior written approval of Marshall as set forth in an appropriate redistribution license agreement.
- d) Licensee shall not reverse engineer, decompile, or disassemble the Software or Documentation, except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction in order to protect Marshall and its licensor(s) trade secrets and Confidential Information contained in the Software or Documentation.
- e) Licensee shall not make any attempt to circumvent the technological measure(s) (e.g., License Manager, etc.) that controls access to or use of the Software and Documentation, except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction.
- f) Licensee shall not use the Software to transfer or exchange any material where such transfer or exchange is prohibited by copyright or any other law.
- g) Licensee shall not remove or obscure any Marshall or its licensor(s) patent, copyright, trademark, or proprietary rights notices contained in or affixed to the Software or Documentation.
- h) Other than during a reasonable transition time during an upgrade, Licensee shall not continue to use old versions of the Software or Documentation in addition to the updated versions such that Licensee exceeds the quantity of licenses granted.

ARTICLE 5 – MAINTENANCE

Maintenance consists of Software and Documentation updates and access to technical support and other benefits specified in the most current applicable Marshall Master Software Maintenance Agreement then in force between Marshall and Licensee.

Accepted by:  (Licensee)
_____ (Marshall)

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investments; or commitments in connection with any business, loss of any goodwill, or for any indirect, special, incidental, or consequential damages arising out of or related to this agreement or use of the Software or Documentation, however caused, on any theory of liability, and whether or not Marshall or its licensor(s) has been advised of the possibility of such damage. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

8.2 General Limitation of Liability. IN NO EVENT WILL MARSHALL'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, EXCEED THE AMOUNTS PAID TO MARSHALL BY LICENSEE FOR SOFTWARE AND DOCUMENTATION PURSUANT TO THIS AGREEMENT.

8.3 Applicability of Disclaimers and Limitations. Licensee agrees that the limitations of liability and disclaimers set forth in this Agreement will apply regardless of whether Licensee has accepted the Software or Documentation or any other product or service delivered by Marshall. The parties agree that Marshall has set its prices and entered into this Agreement in reliance upon the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

ARTICLE 9 – INFRINGEMENT INDEMNITY

9.1 Marshall shall defend, indemnify, and hold harmless Licensee from and against any loss, liability, cost, or expense including reasonable attorneys' fees, which may be incurred by Licensee against any claims, actions, or demands by a third party alleging that the Software or Documentation infringes a U.S. patent, copyright, or trademark provided:

- a) Licensee promptly notifies Marshall in writing of the claims, actions, or demands thereof;
- b) Marshall has sole control of the defense of any claims, actions, or demands and negotiations related to the defense, or settlement of claims, actions, or demands, including the right to select counsel;
- c) Licensee cooperates fully in the investigation and defense of the claims, actions, or demands; and
- d) Licensee does not make any admission or enter any settlement or agreement with any person or party who is in any manner related to such claims, actions, or demands without the prior written consent of the Marshall.

9.2 If Marshall believes that the Software or Documentation is or will become the subject of an infringement claim, or in the event that use of the Software or Documentation is enjoined, Marshall, at its own expense, may in its sole discretion either (i) obtain the right for Licensee to continue using the Software or Documentation or (ii) modify the Software or Documentation to make it noninfringing while maintaining substantially similar software functionality or data/informational content. If neither of such alternatives is commercially practical, the infringing items shall be returned to Marshall and Marshall's sole liability shall be to refund license fees paid by Licensee prorated on a twenty percent (20%) per year straight line depreciation basis over a five (5) year period from the date of delivery.

9.3 Marshall shall have no obligation hereunder to defend Licensee or to pay any resulting costs, damages, or reasonable attorneys' fees for or with respect to any claims, actions, or demands alleging (i) infringement that arises by reason of combination of noninfringing items, however acquired, with any items not supplied by Marshall; (ii) infringement to the extent arising from material alteration of the Software or Documentation by

Accepted by:  (Licensee)

_____ (Marshall)

Master License Agreement

anyone other than Marshall, its agents, or its contractors; (iii) the direct or contributory infringement of any process patent by Licensee through the use of the Software or Documentation other than a process patent that is necessarily infringed by the internal processes executed within the Software itself when the Software is executed for its intended purpose; (iv) continued allegedly infringing activity by Licensee after it has been notified of the possible infringement; or (v) continued allegedly infringing activity by Licensee after it has been notified of the possible infringement.

9.4 THE FOREGOING IN THIS ARTICLE 9 STATES THE ENTIRE OBLIGATION OF MARSHALL WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

ARTICLE 10 – CONFIDENTIAL INFORMATION

During the term of this Agreement and from then on, each party will hold in strictest reasonable confidence, and not directly or indirectly use, disclose, transfer, sell, license, publish, reproduce or otherwise or reveal, any Confidential Information without the other party's written permission. Any Confidential Information acquired by the either party is and remains the property of the other party. Each party will secure and protect the other's Confidential Information in a manner sufficient to prevent such disclosure, and will take appropriate action by instruction or agreement with its employees, or other agents who are permitted access to the Confidential Information to satisfy its obligations under this Article 10. For purposes of this Agreement, "Confidential Information" includes information of any kind whatsoever that either party may reasonably regard as confidential information, including without limitation trade secrets, technical, business, marketing, and financial information however embodied. The Confidential Information of Marshall shall include all aspects of the Software or Documentation as well as any other materials developed for and/or delivered to Licensee by Marshall pursuant to this Agreement.

Information that: (i) is or becomes publicly available through no act or omission of the party receiving the information ("Receiving Party"); (ii) is rightfully received by the Receiving Party from a third party without restriction on disclosure; (iii) is independently developed by the Receiving Party without reference to, or use of, the information; (iv) is previously rightfully known to the Receiving Party, or (v) is disclosed pursuant to law or in response to an order of a court of competent jurisdiction or government authority, for purposes of this Agreement shall not be considered Confidential Information.

ARTICLE 11 – GENERAL PROVISIONS

11.1 Export Control Regulations. Licensee expressly acknowledges and agrees that Licensee shall not export, reexport, or provide the Software or Documentation, in whole or in part, to (i) any country in which the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Table of Denial Orders; or (iv) any person or entity where such export, reexport, or provision violates any U.S. export control law or regulation. Licensee shall not export the Software and/or Documentation or any underlying information or technology to any facility in violation of these or other applicable laws and regulations. Licensee represents and warrants that it is not a national, resident, located in or under the control of, or acting on behalf of any person, entity, or country subject to such U.S. export controls.

Accepted by:  (Licensee)

_____ (Marshall)

Master License Agreement

11.2 Taxes and Fees, Shipping Charges. License fees quoted to Licensee are exclusive of any and all taxes or fees including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

11.3 No Implied Waivers. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

11.4 Severability. The parties mutually agree that if any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

11.5 Successor and Assigns. Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate its obligations under this Agreement without Marshall's prior written consent, and any attempt to do so without consent shall be void. An official Government contractor may assign its rights under this Agreement to a U.S. Government Agency upon written notice to Marshall if the U.S. Government Agency assents to the terms of this Agreement. All rights and obligations arising out of this Agreement shall inure to the benefit of, and be binding upon and enforceable by the parties and their respective successors and permitted assigns.

11.6 Survival of Terms. The provisions of Articles 6, 7, 8, 9, and 10 of this Agreement shall survive the expiration or termination of this Agreement for any reason.

11.7 Equitable Relief. Licensee agrees that any breach of this Agreement by Licensee may cause irreparable harm and that, in the event of such breach, in addition to any and all remedies at law, Marshall shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction to prevent violation of these terms and without the requirement of posting a bond or undertaking or proving injury as a condition of relief.

11.8 Commercial Terms and Conditions. This Agreement contains Marshall's commercial terms and conditions. Licensee's rights in the Software and Documentation are strictly limited to the uses granted by this Agreement pursuant to FAR 12.211, FAR 12.212, and DFARS 227.7202. In the event any court, arbitrator, or board holds that the U.S. Government has greater rights to any portion of the Software or Documentation, such rights shall extend only to the portion(s) affected and use, duplication, or disclosure by the U. S. Government is subject to restrictions as provided in FAR 52.227-19 (June 1987), FAR 52.227-14 (ALT III) (June 1987), DFARS 252.227-7015 (NOV 1995), or NFS 1852.227-86 (December 1987), as applicable. No other license terms or conditions shall apply unless expressly agreed in writing by Marshall and Licensee.

11.9 Governing Law, Arbitration.

- a) *Licensees in the United States of America, Its Possessions, and Territories* – This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without reference to conflict of laws principles. Except as provided in Article 11.7 above, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, which cannot be settled through negotiation, shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If Licensee is a U.S. Government agency, this Agreement is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-603), in lieu of the Arbitration provisions of this clause.

Accepted by:  (Licensee)
_____ (Marshall)

Master License Agreement

- b) *All Other Licenses* – All disputes arising in connection with the present Agreement that cannot be settled through negotiation shall be finally settled under the Rules of the American Arbitration Association by one (1) arbitrator appointed in accordance with said Rules. The language of the arbitration shall be in English. The place of the arbitration shall be at a mutually agreed upon location. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Either party shall, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

11.10 Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating to such subject matter, and any terms on Licensee's purchase orders. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by an authorized representative of each party.

11.11 Force Majeure. Marshall shall be liable for failure to fulfill its obligations under this Agreement if that failure is, directly or indirectly, caused by conditions beyond the reasonable control of Marshall, including without limitation, acts of God, acts of terrorism, fire, flood, earthquake, strike, or other natural disasters (each a "Force Majeure Event"). Any such non-performance shall not constitute a breach of this Agreement.

11.12 Attorney Fees. If any proceeding is brought concerning anything about this Agreement, the prevailing party shall recover from the other all reasonable attorney fees and costs incurred in proceeding and in any appeal thereof, in addition to any other relief to which it may be entitled.

Accepted by: GW (Licensee)
_____ (Marshall)



MASTER LICENSE AGREEMENT
SIGNATURE PAGE

This Marshall License Agreement (hereinafter referred to as "Agreement") is between you ("Licensee") and Marshall and Associates, Inc. a Washington corporation, with its principal place of business at 1603 Cooper Point Road NW, Olympia, Washington 98502-8325, USA. The Agreement includes, and incorporates by reference (i) this signature page, (ii) the General License Terms and Conditions version E200 5/05. The parties acknowledge that they have read and understood this Agreement and agree to be bound by the terms and conditions.

Licensee may only use the type and number of copies of the Software and Documentation for which the appropriate license fees have been paid to Marshall and in accordance with the licensed configuration on file with Marshall Customer Service.

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes and previous agreements, understandings, and arrangements between the parties relating to such subject matter. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the last date written below.

(Licensee)
By: Sandra Teetsel
Authorized Signature
Printed Name: Sandra TEETSEL
Title: CTO
Date: 10/2/06

MARSHALL AND ASSOCIATES, INC. (MARSHALL)
By: _____
Authorized Signature
Printed Name: _____
Title: _____
Date: _____

Licensee Contact Information

Contact: _____
Address: _____
City, State, Zip: _____

Telephone: _____
Fax: _____
E-mail: _____
Marshall Contract Number: MLA
General License Terms and Conditions Version E200 5/05



MASTER LICENSE AGREEMENT
SIGNATURE PAGE

This Marshall License Agreement (hereinafter referred to as "Agreement") is between you ("Licensee") and Marshall and Associates, Inc. a Washington corporation, with its principal place of business at 1603 Cooper Point Road NW, Olympia, Washington 98502-8325, USA. The Agreement includes, and incorporates by reference (i) this signature page, (ii) the General License Terms and Conditions version E200 5/05. The parties acknowledge that they have read and understood this Agreement and agree to be bound by the terms and conditions.

Licensee may only use the type and number of copies of the Software and Documentation for which the appropriate license fees have been paid to Marshall and in accordance with the licensed configuration on file with Marshall Customer Service.

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes and previous agreements, understandings, and arrangements between the parties relating to such subject matter. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the last date written below.

(Licensee)
By: Sandra Teetzel
Authorized Signature
Printed Name: Sandra TEETSEL
Title: CTO
Date: 10/2/06

MARSHALL AND ASSOCIATES, INC. (MARSHALL)
By: _____
Authorized Signature
Printed Name: _____
Title: _____
Date: _____

Licensee Contact Information

Contact: _____
Address: _____
City, State, Zip: _____

Telephone: _____
Fax: _____
E-mail: _____
Marshall Contract Number: MLA
General License Terms and Conditions Version E200 5/05

#07064

ORIGINAL



CONTRACT AMENDMENT

Solicitation No: **P06-0050** Page 1 of 1
 Description: Installation, Operation and Maintenance of a Mobile Asset Management Application
 Amendment No: One (1) Date: 10/26/06

Materials Management Procurement
 8314 W. Cinnabar Ave.
 Peoria, AZ 85345
 Telephone: (623) 773-7115
 Fax: (623) 773-7118

Buyer: Jennifer Miller

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 2/9/07.

Contract Term: 2/10/07 to 2/9/08

NOV 1 2006

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

[Handwritten Signature]
Signature

11/16/06
Date

LEE L. BROWN, PRESIDENT
Typed Name and Title

Marshall and Associates Inc.
Company Name

1603 Cooper Point Rd. NW
Address

Olympia
City

WA
State

98502-8325
Zip Code

Attested by:

Mary Jo Kief
Mary Jo Kief, City Clerk

Sandra Tuttle
Requested by:

Jennifer Miller
Recommended by:

Stephen M. Kemp for
Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
December 20, 2006, at Peoria, Arizona.

Herman E. Koebergen
Herman E. Koebergen, Materials Manager



City Seal

CC Number

ACON 07906B

Contract Number:

Official File



CONTRACT AMENDMENT

Materials Management Procurement
8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: **P06-0050** Page 1 of 1
Description: Installation, Operation and Maintenance of a Mobile Asset Management Application
Amendment No: 4 Extension Two (2) Date: 11/08/07

Buyer: Jennifer Miller

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 2/9/08.

The new Contract Term is:

Contract Term: 2/10/08 to 2/9/09

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

[Signature] 2/19/08 CCC Marshall and Associates Inc.
Signature Date Typed Name and Title Company Name

1603 Cooper Point Rd. NW Olympia WA 98502-8325
Address City State Zip Code

Attested by:

[Signature]
Mary Jo-Kief, City Clerk

[Signature]
Requested by:

[Signature]
Recommended by:

William L. Emerson, Assistant City Attorney

Approved as to Form by Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

3/1/08, 2007, at Peoria, Arizona.

[Signature]
Herman F. Koebergen, Materials Manager
for



City Seal

CC Number
ACON 07906D
Contract Number:

Official File



CONTRACT AMENDMENT

Materials Management Procurement
9875 N 85th Ave, 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax (623) 773-7118

Solicitation No P06-0050 Page 1 of 2
Description Installation, Operation and Maintenance of a
Mobile Asset Management Application
Amendment No Five (5) Date 10/29/09

Buyer Jennifer Miller

- A. In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract is hereby extended **The new contract term is 02/09/09 to 02/09/11. CONTRACT EXTENSION THREE**
- B. Standard Terms and Conditions are amended to reflect the following changes: Paragraph 3, Applicable Law, Paragraph 19, Right to Audit Records; and Paragraph 32, Public Record, are hereby deleted and replaced with the following:
 - 3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A R S § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A R S § 34-302, as amended (Residence Requirements for Employees)

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division

[Signature]
Signature Date 11/1/09

Elizabeth Marshall, CEO

Marshall and Associates, Inc

1105 N 13th Street
1603 Cooper Point Rd NW

Boise
Olympia

ID
WA

83702
98502-8325

Address

City

State

Zip Code

Attested by

[Signature]

Mary Jo Waddell, City Clerk

[Signature]
Requested by

[Signature]
Recommended by

Ellen Van Riper, Assistant City Attorney

[Signature]
Approved as to Form Stephen M Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
[Signature] 2009, at Peoria, Arizona

[Signature]
Herman F Koebergen, Materials Manager



City Seal

CC Number

ACON07906E
Contract Number

Official File



CONTRACT AMENDMENT

**Materials Management
Procurement**
9875 N 85th Ave , 2nd Fl
Peoria, AZ 85345
Telephone (623) 773-7115
Fax (623) 773-7118

Solicitation No P06-0050 Page 2 of 2
Description Installation, Operation and Maintenance of a
Mobile Asset Management Application
Amendment No Five (5) Date 10/29/09

Buyer Jennifer Miller

Under the provisions of A R S § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty")

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A R S §23-214(A)

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511, the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

19. RIGHT TO AUDIT RECORDS: The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.

32. PUBLIC RECORD: All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.